AGENDA

Regular Meeting

City Council

Tuesday, December 14, 2021

6:00 PM, City Hall

4000 Galleria Parkway

Bee Cave, Texas 78738-3104

THE CITY OF BEE CAVE COUNCIL MEETINGS ARE AVAILABLE TO ALL PERSONS REGARDLESS OF DISABILITY. IF YOU REQUIRE SPECIAL ASSISTANCE, PLEASE CONTACT KAYLYNN HOLLOWAY AT (512) 767-6641 AT LEAST 48 HOURS IN ADVANCE OF THE MEETING. THANK YOU.

A recording of this meeting will be available to the public on the City's website.

1. Call meeting to order
2. Roll Call
3. Pledge of Allegiance
4. Citizen Comments

This is an opportunity for citizens to address the City Council concerning an issue of community interest that is not on the agenda. Comments on the agenda items must be made when the agenda item comes before the Council. Any deliberation of the issue is limited to a proposal to place it on the agenda for a later meeting. Citizens will have up to 3 minutes to make comments.

5. Consent Agenda

All Consent Agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council member requests in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda. Information concerning consent agenda items is available for public view.

A. Consider approval of the minutes of the Regular Session conducted on November 9, 2021.

B. Consider approval of the minutes of the Joint Workshop Session conducted on November 16, 2021.

C. Consider approval of the financial and investment reports. (October)

6. Consider Mayor's Proclamation for Volunteer of the Year.

7. Public Hearing, Discussion, and Possible Action on Ordinance 471, an Amendment to the Thoroughfare Plan within the City of Bee Cave Comprehensive Plan, "Our Bee Cave 2037."

8. Discuss and consider action regarding an application from the Lake Travis Film Festival for use of Hotel Occupancy Tax Funds.

9. Discuss and consider action on an amendment to the Sweetwater Development Agreement related to signs

10. Discuss and consider action on the selection of a Project Manager for the Capital Improvement Projects.

11. Discuss and consider action to accept a workforce housing solicitation proposal from JLL related to 21.067 acres of city owned property on Bee Cave Parkway.

12. Close Regular Meeting

13. Open Executive Session

Executive session in accordance with the Texas Government Code, Section 551-072 – Deliberation regarding real property; and Section 551.071 - Consultation with Attorney regarding pending or contemplated litigation or a settlement offer, or on any matters in which the Attorney has a duty to the City under the Texas Disciplinary Rules of Professional Conduct that clearly conflicts with the provisions of the Open Meetings Law. A quorum of the City Council will be present for the executive session.

A. Consultation with Attorney regarding pending litigation styled Goodwin v. Kara King, Mayor; Council members Andrea Willott, Jon Cobb, Andrew Clark, Kevin Hight and City of Bee Cave.

B. Deliberation regarding the potential acquisition of real property for public purposes

14. Close Executive Session

15. Open Regular Meeting

16. Consider action, if any, on Executive Session

17. Adjournment

The Council may go into closed session at any time when permitted by Chapters 418 or 551, Texas Government Code, or Section 321.3022 of the Texas Tax Code. Before going into closed session a quorum of the Council must be present, the meeting must be convened as an open meeting pursuant to proper notice, and the presiding officer must announce that a closed session will be held and must identify the sections of Chapter 551 or 418, Texas Government Code, or Section 321.3022 of the Texas Tax Code authorizing the closed session.

I certify that the above notice of meeting was posted at Bee Cave City Hall, 4000 Galleria Parkway, Bee Cave, Texas, on the 4th day of December, 2021 at 3:00 P.M. (Seal)

_____

Kaylynn Holloway, City Secretary

City Council Meeting
12/14/2021
Agenda Item Transmittal

Agenda Item:	**5.A.**
Agenda Title:	**Consider approval of the minutes of the Regular Session conducted on November 9, 2021.**
Council Action:	**Approve**
Department:	**City Secretary**
Staff Contact:	**Kaylynn Holloway, City Secretary**

1. INTRODUCTION/PURPOSE

2. DESCRIPTION/JUSTIFICATION

a) Background

b) Issues and Analysis

3. FINANCIAL/BUDGET

Amount Requested	Fund/Account No.
Cert. Obligation	GO Funds
Other source	Grant title
Addtl tracking info	

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

ATTACHMENTS:

Description	Type
Minutes of November 9, 2021	Backup Material

MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL
CITY OF BEE CAVE
NOVEMBER 9, 2021

STATE OF TEXAS §
COUNTY OF TRAVIS §

Present:

Kara King, Mayor
Andrew Clark, Mayor Pro Tem
Kevin Hight, Council Member
Courtney Hohl, Council Member
Andrea Willott, Council Member

City Staff:

Clint Garza, City Manager
Kaylynn Holloway, City Secretary
Megan Santee, City Attorney
Lindsey Oskoui, Assistant City Manager
Kevin Sawtelle, City Engineer
Brian Jones, Police Chief
Jenny Hoff, Communications Director
Lanie Marcotte, Parks & Facilities Manager

Call to Order and Announce a Quorum is Present

With a quorum present, the regular meeting of the Bee Cave City Council was called to order by Mayor King at 6:01 p.m. on Tuesday, November 9, 2021.

Citizen Comments:

John Colman, 5201 Great Divide, requested that the Council bring back the zoom meetings. The public is not getting access to the meetings.

Carrell Killebrew, 5410 Great Divide, also requested that the Council bring back the zoom meetings. The audio records are not always available and the agendas on the website are not working.

Terri Mitchell, 5400 Great Divide, reported on the Friends of the Park. She thanked Mayor King for posting for volunteers on the website.

Discuss and consider approval of the minutes of the Regular Session conducted on October 26, 2021.

MOTION: A motion was made by Mayor Pro Tem Clark, seconded by Council Member Hight, to approve the minutes of October 26, 2021.

The vote was taken on the motion with the following result:

Voting Aye:	Mayor King, Mayor Pro Tem Clark, Council Members Hight, Hohl and Willott
Voting Nay:	None
Absent:	None

The motion carried 5-0.

Discuss and consider action to approve the road maintenance plans and specifications package and authorize the City Staff to advertise for bidding.

City Engineer Kevin Sawtelle reported on this item.

Mr. Killebrew commented that a slurry seal is very noisy.

Rick Scadden, 5400 Great Divide, thanked the Council for fixing the roads.

MOTION: A motion was made by Council Member Hohl, seconded by Council Member Hight, to approve the bid package for road maintenance and specifications and authorize City Staff to advertise for bid.

The vote was taken on the motion with the following result:

Voting Aye:	Mayor King, Mayor Pro Tem Clark, Council Members Hight, Hohl and Willott
Voting Nay:	None
Absent:	None

The motion carried 5-0.

Discuss and consider action on a contract with Enterprise FM Trust.

City Manager Clint Garza presented this item.

MOTION: A motion was made by Council Member Hight, seconded by Council Member Hohl, to authorize the City Manager to negotiate and execute a contract with Enterprise FM Trust.

The vote was taken on the motion with the following result:

Voting Aye:	Mayor King, Mayor Pro Tem Clark, Council Members Hight, Hohl and Willott
Voting Nay:	None
Absent:	None

The motion carried 5-0.

Discuss and consider a Request for Proposals for a Hamilton Pool Road Alternative Access Study, a Traffic Engineering Feasibility Analysis and Transportation Plan between Hamilton Pool Road and Bee Cave Road, also known as RM 3238 and FM 2244, respectively.

Assistant City Manager Lindsey Oskoui present this item. The RFP is for a transportation planning study that incorporates traffic volume forecasting; concept development; traffic engineering that incorporates reassignment of traffic movements; and feasibility analysis of a two-lane, local collector roadway connecting Hamilton Pool Road to Bee Cave Road. The objective of the study is to analyze various scenarios, prepare and evaluate the effectiveness of intersection design options, provide opinions of probable costs, and provide recommendations.

Bob Arrona, 5104 Gillians Walk, commented on the concept plan showing a proposal to have 4 stop signs within a mile. For the next five years there will be a lot of congestion and the last thing the Homestead needs is cut through traffic.

John Colman, 5201 Great Divide, stated that the study documents paint a confusing picture. The study is biased and must include reassignment of the Highway 71 traffic to the new corridor. There is a need to evaluate the west and east bound cars.

Carrell Killebrew, 5410 Great Divide, commented he liked the verbal presentation better than the written document. There is a clear bias that everything is going to be built. The goals and objectives are not stated in the document. He is also concerned about the Brown property. The new road will cause more noise and severely degrade the goals of the property.

Rick Scadden, 5400 Great Divide, commented that the desire is to have this new road for only local traffic but there will be a substantial amount of traffic to bypass Highway 71 and use this road. He wants the City to work with TxDot and include an impact study.

MOTION: A motion was made by Mayor Pro Tem Clark, seconded by Council Member Willott, to authorize the Staff to seek proposals for a Hamilton Pool Road Alternative Access Study, a Traffic Engineering Feasibility Analysis and Transportation Plan between Hamilton Pool Road and Bee Cave Road including adding an additional scenario to the scope that contemplates opening all of Segment 1 (from Hamilton Pool Road to Twin Acres) and a portion of Segment 2 (from the eastern edge of Segment 1 to approximately midway through the Brown property, until it turns northbound between 13909 State Hwy 71 —*the Field of Dreams*— and 13709 State Hwy 71 —*Montessori School of the Epiphany*—and reaches State Hwy 71 where Skaggs Dr. is also projected to extend to reach State Hwy 71), only.

The vote was taken on the motion with the following result:

Voting Aye:	Mayor King, Mayor Pro Tem Clark, Council Members Hight, Hohl and Willott
Voting Nay:	None
Absent:	None

The motion carried 5-0.

Adjournment:

MOTION: A motion was made by Council Member Hight, seconded by Mayor Pro Tem Clark, to adjourn.

The vote was taken on the motion with the following result:

Voting Aye:	Mayor King, Mayor Pro Tem Clark, Council Members Hight, Hohl and Willott
Voting Nay:	None
Absent:	None

The motion carried 5-0.

The City Council meeting adjourned at 7:39 p.m.

PASSED AND APPROVED THIS _____ DAY OF _____, 2021.

_____
Kara King, Mayor

ATTEST:

_____
Kaylynn Holloway, City Secretary

City Council Meeting
12/14/2021
Agenda Item Transmittal

Agenda Item:	**5.B.**
Agenda Title:	**Consider approval of the minutes of the Joint Workshop Session conducted on November 16, 2021.**
Council Action:	**Approve**
Department:	**City Secretary**
Staff Contact:	**Kaylynn Holloway, City Secretary**

1. INTRODUCTION/PURPOSE

2. DESCRIPTION/JUSTIFICATION

a) Background

b) Issues and Analysis

3. FINANCIAL/BUDGET

Amount Requested	Fund/Account No.
Cert. Obligation	GO Funds
Other source	Grant title
Addtl tracking info	

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

ATTACHMENTS:

Description	Type
Minutes of November 16, 2021	Backup Material

MINUTES OF THE SPECIAL JOINT MEETING AND WORKSHOP OF THE
CITY COUNCIL AND PLANNING AND ZONING COMMISSION
CITY OF BEE CAVE
NOVEMBER 16, 2021

STATE OF TEXAS §
COUNTY OF TRAVIS §

Council Members Present:

Kara King, Mayor
Andrew Clark, Mayor Pro Tem
Courtney Hohl, Council Member
Andrea Willott, Council Member

Absent:

Kevin Hight, Council Member

Commissioners Present:

Steve Braasch, Chair
Kit Crumley, Commissioner
Will Davis, Commissioner
Steven Schmidt, Commissioner
Kirk Wright, Commissioner

Commissioners Absent

Juliet Tapia, Vice Chair
Jerry Dike, Commissioner

City Staff:

Clint Garza, City Manager
Kaylynn Holloway, City Secretary
Megan Santee, City Attorney
Lindsey Oskoui, Assistant City Manager
Megan Will, Planning & Development Director
Kevin Sawtelle, City Engineer
Amanda Padilla, Sr. City Planner
Sean Lapano, City Planner
Lanie Marcotte, Parks and Facility Manager
Jenny Hoff, Communications Director
Reggie Brooks, Administrative Coordinator

Call to Order and Announce a Quorum is Present

With a quorum present, the Special Joint Workshop meeting of the Bee Cave City Council and the Planning and Zoning Commission was called to order by Mayor King at 6:00 p.m. on Tuesday, November 16, 2021, in the Council Chambers of the City of Bee Cave City Hall, 4000 Galleria Parkway, Bee Cave, Texas.

Discussion, review and possible action on the Development Code.

The city staff is in the process of updating its development-related Codes with a particular focus on zoning, subdivision, non-point source pollution, and signage.

Chance Sparks of Freese & Nichols, Inc. presented the report.

Members of the City Council and Planning and Zoning Commission asked questions about the project.

A draft will be available in December for the Council's and Commissioner's review.

No action was taken.

Adjournment.

The City Council and Planning and Zoning Commission workshop meeting adjourned at 7:23 p.m.

PASSED AND APPROVED THIS _____ DAY OF _____, 2021.

_____
Kara King, Mayor

ATTEST:

_____
Kaylynn Holloway, City Secretary

City Council Meeting
12/14/2021
Agenda Item Transmittal

Agenda Item:	**5.C.**
Agenda Title:	**Consider approval of the financial and investment reports. (October)**
Council Action:	**Consent Agenda**
Department:	**Finance**
Staff Contact:	**Administration**

1. INTRODUCTION/PURPOSE

The purpose of this agenda item is to provide the monthly financial and investment report to Council as required by policy.

2. DESCRIPTION/JUSTIFICATION

a) Background

This installment of the finance and investment report is for the period ending October 31st, 2021, completing 8% of FY 2021-22.

b) Issues and Analysis

General Fund Revenues year-to-date are up from prior year.

*October Sales Tax report is for August collections.
*Covid-19 reimbursements: US Treasury.

Account	Adopted Budget	Current Period	Y-T-D Actual	% of Budget	Balance
Sales taxes	8,812,500	810,380	810,380	9%	8,002,120
Franchise fees	500,100	194	194	0.04%	499,906
Building fees	425,000	67,427	67,427	16%	357,573
Mixed drink taxes	110,000	13,339	13,339	12%	96,661
Library revenue	2,500	104	104	4%	2,396
Interest income	100,000	2,383	2,383	2%	97,617
Miscellaneous	1,000	6	6	0.60%	994
Other fees	31,000	0	0	0%	31,000
Covid-19 Reimb.	600,000	0	0	0%	600,000

Total Revenue	**10,582,100**	**893,833**	**893,833**	**8%**	**9,688,267**

Expenditures by department year-to-date are in line with prior year. Departments will be monitored throughout the fiscal year.
*Non-departmental expense includes:

- TML liability/worker's comp. annual payment

Account	Adopted Budget	Current Period	Y-T-D Actual	% of Budget	Balance
Administration	1,010,138	114,094	114,094	11%	896,046
City Council	65,560	999	999	2%	64,560
Legal	151,000	15,312	15,312	10%	135,687
Non-Departmental	527,500	102,655	102,655	19%	424,845
Information Systems	392,000	16,957	16,957	4%	375,043
Library	897,812	77,396	77,396	9%	820,416
Facilities	646,990	34,765	34,765	5%	612,226
Court	299,597	22,675	22,675	8%	276,922
Police	2,654,007	147,603	147,603	6%	2,506,404
P&D	1,014,891	71,342	71,342	7%	943,548
380 Payments	850,000	0	0	0%	850,000
Covid-19 Program	600,000	0	0	0%	600,000
Total Expenditures	**9,109,495**	**603,798**	**603,798**	**7%**	**8,505,697**

3. FINANCIAL/BUDGET

Amount Requested	Fund/Account No.
Cert. Obligation	GO Funds
Other source	Grant title
Addtl tracking info	

4. TIMELINE CONSIDERATIONS

Year-end reporting and audit preparation are in progress.

5. RECOMMENDATION

Approve as submitted.

ATTACHMENTS:

Description	Type
Investment Summary_Oct2021	Cover Memo
Sales Tax Report_Oct2021	Cover Memo
Property Tax Summary_Oct2021	Cover Memo

City of Bee Cave
Investment Summary
October 31, 2021

Account	Begin Balance	Contributions	Withdrawals	Interest Earned	Interest Rate	End Balance
TexPool	$ 768,639.74			$ 23.11	0.0354%	$ 768,662.85
Logic	$ 7,198,782.15			$ 219.60	0.0359%	$ 7,199,001.75
TexStar	$ 1,038,830.41			$ 8.74	0.0100%	$ 1,038,839.15
Texas Class	$ 9,799,940.08			$ 362.46	0.0435%	$ 9,800,302.54
Wells Fargo Gov Money Market	$ 59,127.20			$ 1.22	0.0300%	$ 59,128.42
Wells Fargo-Business Savings	$ 457,790.62			$ 62.22	0.1600%	$ 457,852.84
Wells Fargo-Business Checking	$ 12,130,217.67	$ 1,336,294.98	$ (1,331,315.20)	$ 1,705.70	0.1600%	$ 12,135,197.45
Portfolio Total	**$ 31,453,327.87**	**$ 1,336,294.98**	**$ (1,331,315.20)**	**$ 2,383.05**		**$ 31,458,985.00**

Brenda Galindo

Brenda Galindo, Finance Manager

12.08.21

Date



Clint Garza, City Manager

12.08.21

Date

City of Bee Cave
Sales and Use Tax Summary

Report Month / Collection Month	October / August	November / September	December / October	January / November	February / December	March / January	April / February	May / March	June / April	July / May	August / June	September / July	TOTAL
FY 2021 - 2022	$1,080,507												**$1,080,507**
FY 2020 - 2021	$889,177	$1,014,167	$929,208	$1,028,642	$1,330,983	$883,881	$788,620	$1,206,192	$1,035,350	$1,165,457	$1,250,952	$1,123,078	**$12,645,707**
FY 2019 - 2020	$847,324	$908,057	$918,192	$971,485	$1,242,921	$772,929	$730,757	$816,000	$676,612	$797,546	$990,096	$912,446	**$10,584,365**
FY 2018 - 2019	$815,060	$880,862	$876,401	$848,541	$1,103,899	$757,596	$785,150	$859,460	$870,434	$878,780	$957,556	$943,414	**$10,577,153**
FY 2017 - 2018	$773,762	$855,017	$749,780	$852,648	$1,113,137	$738,194	$691,126	$911,164	$816,700	$879,270	$913,858	$846,094	**$10,140,750**
FY 2016 - 2017	$783,189	$827,617	$793,504	$829,705	$1,026,226	$700,337	$698,858	$821,525	$739,008	$785,704	$883,604	$747,015	**$9,636,293**
FY 2015 - 2016	$670,843	$798,540	$714,950	$751,469	$1,071,463	$691,527	$635,798	$835,486	$722,426	$732,730	$889,351	$756,465	**$9,271,048**
FY 2014 - 2015	$717,791	$733,701	$670,591	$742,962	$1,010,863	$633,498	$632,911	$757,462	$737,176	$734,188	$905,177	$755,263	**$9,031,583**
FY 2013 - 2014	$635,697	$671,657	$609,810	$682,151	$915,829	$574,443	$579,245	$723,681	$748,642	$655,145	$772,922	$706,639	**$8,275,862**
FY 2012 - 2013	$611,727	$597,443	$619,724	$549,771	$844,412	$572,710	$532,792	$674,861	$602,034	$620,668	$721,686	$637,882	**$7,585,709**
FY 2011 - 2012	$550,312	$482,400	$487,223	$554,709	$771,023	$520,101	$511,451	$620,755	$567,261	$585,827	$668,901	$600,415	**$6,920,380**
FY 2010 - 2011	$462,668	$511,669	$452,489	$497,239	$771,489	$453,736	$386,006	$572,049	$527,140	$561,412	$645,423	$465,103	**$6,306,424**
FY 2009 - 2010	$424,505	$443,379	$412,791	$457,238	$668,779	$390,041	$364,593	$502,474	$477,623	$509,900	$531,581	$470,208	**$5,653,111**
FY 2008 - 2009	$421,002	$497,055	$461,172	$463,807	$649,417	$381,235	$361,948	$449,768	$423,601	$430,185	$480,018	$440,134	**$5,459,342**
FY 2007 - 2008	$390,902	$457,601	$461,228	$475,623	$644,793	$419,529	$364,344	$502,291	$418,461	$452,766	$519,916	$470,160	**$5,577,613**
FY 2006 - 2007	$326,405	$341,422	$311,466	$346,612	$483,993	$297,342	$305,166	$375,662	$370,899	$390,510	$407,103	$386,144	**$4,342,723**
FY 2005 - 2006	$163,763	$281,344	$238,695	$274,524	$321,398	$258,918	$217,196	$298,359	$286,788	$297,529	$340,789	$373,364	**$3,352,667**
FY 2004 - 2005	$185,038	$175,547	$183,993	$169,141	$227,646	$199,174	$136,603	$214,447	$224,830	$211,664	$206,819	$217,012	**$2,351,914**
FY 2003 - 2004	$147,596	$134,389	$171,731	$155,158	$190,842	$154,455	$134,024	$215,646	$224,045	$195,387	$184,254	$195,120	**$2,102,646**
FY 2002 - 2003	$121,687	$113,577	$113,432	$102,191	$106,437	$98,665	$84,852	$119,555	$156,011	$145,543	$133,950	$160,788	**$1,456,687**
FY 2001 - 2002	$112,488	$100,258	$130,105	$81,634	$123,663	$80,549	$88,177	$101,214	$131,859	$135,854	$127,042	$147,128	**$1,359,972**
FY 2000 - 2001	$84,016	$61,146	$55,068	$67,077	$61,727	$58,509	$56,716	$76,550	$73,318	$98,429	$80,701	$101,270	**$874,527**
FY 1999 - 2000	$81,624	$49,284	$59,052	$55,277	$64,725	$47,148	$50,296	$64,123	$61,811	$83,590	$67,633	$63,525	**$748,087**
FY 1998 - 1999	$23,280	$20,804	$20,441	$25,507	$43,089	$35,496	$37,446	$44,254	$64,717	$50,384	$55,661	$51,366	**$472,445**
FY 1997 - 1998	$18,664	$23,347	$19,392	$18,357	$24,413	$15,517	$13,781	$20,546	$26,452	$24,087	$27,486	$22,832	**$254,873**
FY 1996 - 1997	$20,662	$15,678	$16,830	$14,484	$15,968	$13,217	$14,101	$19,824	$20,369	$22,463	$22,806	$21,570	**$217,973**
FY 1995 - 1996	$18,497	$16,842	$13,482	$12,733	$13,469	$14,014	$14,345	$17,070	$17,717	$17,964	$18,992	$21,010	**$196,135**
FY 1994 - 1995	$15,636	$15,795	$11,445	$13,226	$11,222	$11,611	$11,844	$17,123	$14,338	$18,848	$18,569	$18,175	**$177,831**
FY 1993 - 1994	$12,827	$13,158	$11,911	$7,399	$10,985	$9,188	$9,053	$16,444	$13,410	$16,600	$17,252	$16,096	**$154,323**
FY 1992 - 1993	$10,052	$11,959	$9,215	$5,862	$10,529	$7,489	$8,330	$10,447	$10,695	$12,444	$12,069	$16,504	**$125,594**
FY 1991 - 1992	$7,458	$9,303	$7,563	$6,554	$7,726	$5,464	$7,064	$8,236	$8,848	$8,968	$9,292	$10,690	**$97,168**
FY 1990 - 1991	$7,183	$7,069	$6,905	$6,416	$7,349	$4,945	$5,042	$7,662	$6,630	$7,689	$8,448	$7,053	**$82,392**
FY 1989 - 1990	$6,423	$7,893	$5,611	$4,841	$6,322	$4,859	$5,004	$6,927	$6,088	$6,462	$8,171	$5,965	**$74,565**
FY 1988 - 1989	$4,226	$5,425	$4,268	$3,480	$4,996	$3,628	$5,250	$7,931	$6,414	$6,552	$8,080	$6,539	**$66,791**
FY 1987 - 1988	$0	$0	$0	$0	$0	$0	$0	$0	$3,184	$4,368	$5,405	$6,536	**$19,494**
													$137,274,652

City of Bee Cave
Property Tax Summary

Property Tax Revenue

Fiscal Year	Budget	Y-T-D Actual	% of Budget
2021-22	519,371	2,380	0.5%
2020-21	483,153	491,518	101.7%
2019-20	469,604	460,092	98.0%
2018-19	451,482	434,501	96%
2017-18	389,993	372,370	95%
2016-17	308,921	358,229	116%
2015-16	308,921	306,306	99%
2014-15	241,319	235,771	98%
2013-14	209,159	208,397	100%

Travis County Apprasial District

Tax Year	Assessed Value	Growth	Growth%
2021	2,591,854,622	181,088,271	7.5%
2020	2,410,766,351	67,747,568	2.9%
2019	2,343,018,783	112,243,928	5.0%
2018	2,230,774,855	307,445,565	16.0%
2017	1,923,329,290	137,069,636	7.7%
2016	1,786,259,654	245,403,149	15.9%
2015	1,540,856,505	336,513,976	27.9%
2014	1,204,342,529	158,546,454	15.2%
2013	1,045,796,075		

City Council Meeting
12/14/2021
Agenda Item Transmittal

Agenda Item:	**6.**
Agenda Title:	**Consider Mayor's Proclamation for Volunteer of the Year.**
Council Action:	
Department:	**City Secretary**
Staff Contact:	**Kaylynn Holloway, City Secretary**

1. INTRODUCTION/PURPOSE

Consider Mayor's Proclamation for Volunteer of the Year.

2. DESCRIPTION/JUSTIFICATION

a) Background

b) Issues and Analysis

3. FINANCIAL/BUDGET

Amount Requested	Fund/Account No.
Cert. Obligation	GO Funds
Other source	Grant title
Addtl tracking info	

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

ATTACHMENTS:

Description	Type

Proclamation

Backup Material

CITY OF BEE CAVE

Proclamation

In Appreciation of Mike Dalhauser
Volunteer of the Year 2021

WHEREAS, Volunteerism has never been needed more than it is today. Countless Americans have found unique and innovative ways to spread joy and meet the emotional, physical, and spiritual needs of others, and

WHEREAS, there are many volunteers in our community who selflessly dedicate their time and effort by helping others in their local government, church, community organizations, hospitals, and other worthy endeavors; and

WHEREAS, Mike Dalhauser has shown that he is a volunteer who is a vital part of our City's future and its growth potential; and

WHEREAS, Mr. Dalhauser worked tirelessly during the winter storm in February of 2021. He delivered meals, water and warm blankets to community members in need. He also helped coordinate volunteers with trucks to navigate ice in order to get supplies to those in need; and

WHEREAS, Mr. Dalhauser was very active in the recovery after the storm helping residents get something repaired through making connections and holding landlords accountable; and

WHEREAS, Mr. Dalhauser founded many organizations to help the community such as: Creating a community Angel Tree so that children can have their special requests filled for Christmas; Founded Organization 12:31, a community organization where neighbors help neighbors; and Creating a teacher wish list for donations to teachers classroom needs; and

WHEREAS, the City of Bee Cave wants this opportunity to recognize and honor Mike Dalhauser who selflessly invests in the lives of others. These ordinary citizens make extraordinary contributions to individuals, families, neighborhoods, and communities; and

WHEREAS, Mr. Dalhauser's actions and dedication to the City has earned him the admiration and respect from the City Council, City employees and the community we serve.

NOW THEREFORE, BE IT PROCLAIMED, that I, Kara King, Mayor of the City of Bee Cave, and on behalf of the entire City Council, do hereby extend our sincere appreciation to Mke Dalhauser for his many hours of volunteer service to the City of Bee Cave. I am happy to award him the title of "Bee Cave Volunteer of the Year" for 2021.

Dated this 14th day of December, 2021.

_____

Kara King, Mayor
City of Bee Cave

City Council Meeting
12/14/2021
Agenda Item Transmittal

Agenda Item:	**7.**
Agenda Title:	**Public Hearing, Discussion, and Possible Action on Ordinance 471, an Amendment to the Thoroughfare Plan within the City of Bee Cave Comprehensive Plan, "Our Bee Cave 2037."**
Council Action:	**Hold Public Hearing, Discuss, and Consider Action**
Department:	**Assistant City Manager**
Staff Contact:	**Lindsey Oskoui**

1. INTRODUCTION/PURPOSE

The purpose of this item is to consider an amendment to the Thoroughfare Plan contained within the City's Comprehensive Plan.

2. DESCRIPTION/JUSTIFICATION

a) Background

Comprehensive Plan Mobility Goal 1 states: *"Bee Cave should aggressively pursue opportunities to connect roadways with collectors (by planning for it through their Thoroughfare Plan and ensuring City Council strongly follows its intent to provide these additional connections) to allow SH 71 to operate as a regional facility."*
Comprehensive Plan Mobility Goal 2.3 states: *"Meet "adequacy" standards (i.e., acceptable levels of service) for the transportation system in the City, by evaluating the impacts of new development appropriately, monitoring development progress to ensure mitigation improvements are provided according to the original plan, and partnering closely with TxDOT for needed on-system improvements."*
Comprehensive Plan Mobility Goal M2 states: *"Include transportation system considerations in the development review process, in addition to the Major Thoroughfare Plan, for the planning and alignment of future roadways, and to promote safe, efficient on- and off-site access and vehicular circulation and improve the integration of land use and transportation in the City."*
In advancement of these goals, on December 8, 2020 City Council adopted an update to the Thoroughfare Plan that depicted a collection of proposed Neighborhood and Residential Collector roadways ("Collector roadways"), generally located south of State Highway 71, east of Palermo Drive, west of Old Burnet Road (private), and north and connecting to Cueva Drive. While the purpose of the Thoroughfare Plan is not to provide exact, engineered alignments, it is intended to convey expectations for new roads, points of roadway interconnectivity, and associated required locations of right of way dedication.

b) Issues and Analysis

Over the course of the last year, several owners of properties traversed by these proposed Collector roadways and/or their representatives, in advance of preparing and submitting applications for development, have asked for clarification about the alignment. These properties have substantial changes in elevation, are crossed by a creek, and have other existing conditions that merit consideration, such as a wetland area and a WTC-PUA water storage tower and ground water storage facility. Additionally, the owners of several properties on the opposing side of SH 71 have approached the City within the last eight to twelve months about development/redevelopment of their properties, which has provided further insight into locations more and less appropriate for intersections across SH 71.
Based on further analysis of these conditions, as well as additional conversations with TXDOT and Travis County, staff recommends refining the Thoroughfare plan to depict the attached alignment.

3. FINANCIAL/BUDGET

Amount Requested	Fund/Account No.
Cert. Obligation	GO Funds
Other source	Grant title
Addtl tracking info	

4. TIMELINE CONSIDERATIONS

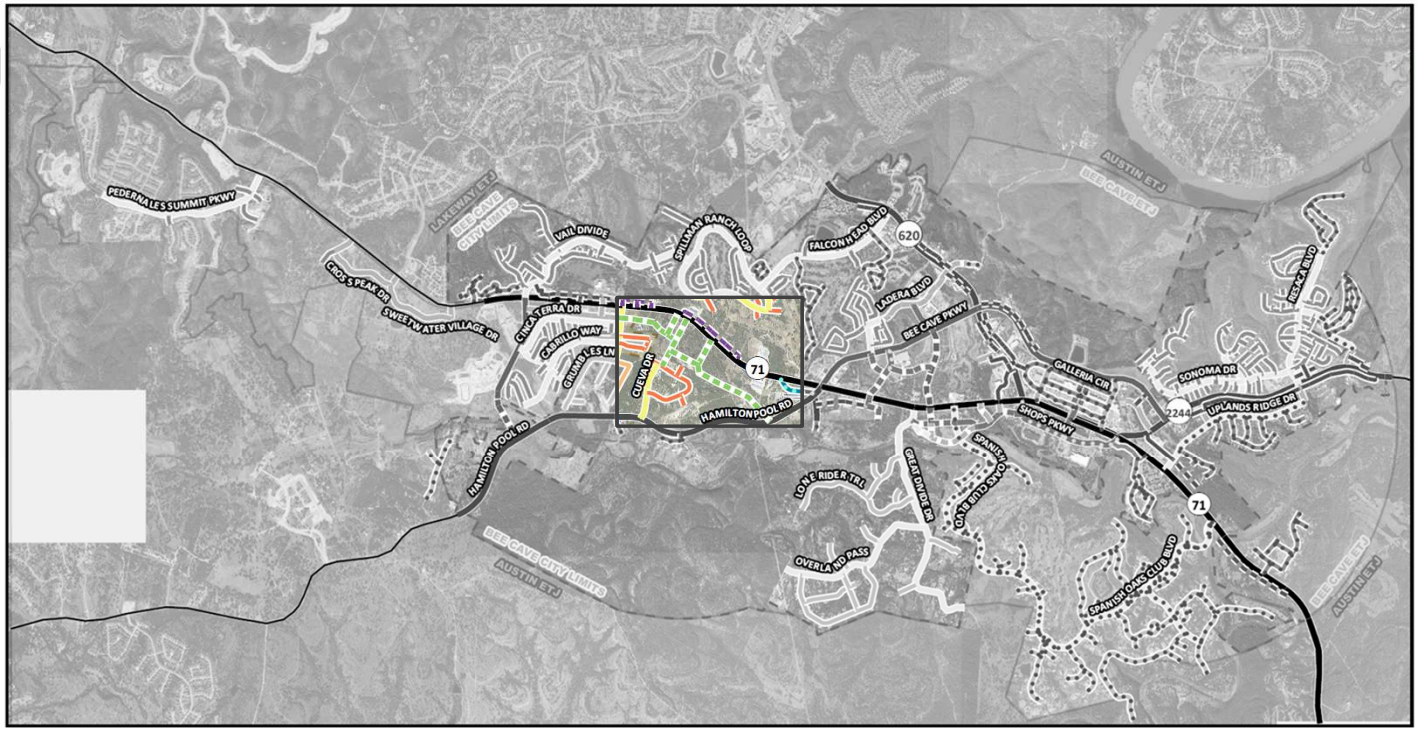
5. RECOMMENDATION

Staff and Planning & Zoning Commission unanimously recommend "Adoption of Ordinance 471."

ATTACHMENTS:

Description	Type
Draft Slideshow	Backup Material
Graphic of Area of Proposed Change	Backup Material
Proposed Thoroughfare Plan	Backup Material
Draft Ordinance 471	Backup Material

PROPOSED THOROUGHFARE PLAN UPDATE



Bee Cave Throughfare Plan: *adopted XXXX*

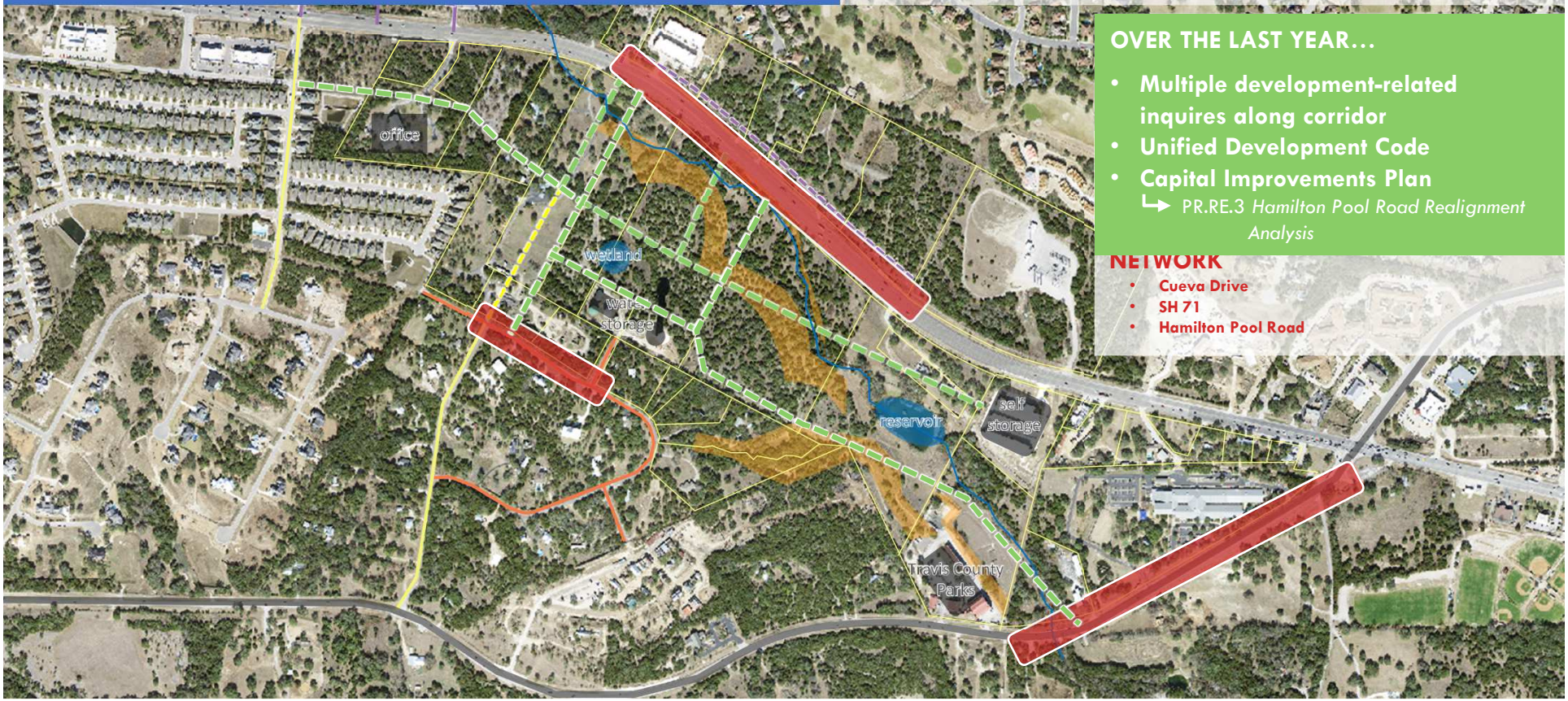
500 Feet 0 0.5 Miles

Road Classification

- Major Arterial - Regional, Built
- Major Arterial, Built
- Minor Arterial, Built
- Minor Arterial, Unbuilt
- Primary Collector, Built
- Primary Collector, Unbuilt
- Neighborhood Collector, Built
- Neighborhood Collector, Unbuilt
- Residential Collector, Built
- Residential Collector, Unbuilt
- Local - Standard, Built
- Local - Rural, Built
- Alley - Commercial, Built
- Connector, Built
- Connector, Unbuilt
- Private Street
- Private Street - To Become Public
- Road Outside City Jurisdiction
- Bee Cave Corporate Limits

SH 71 WEST ALTERNATIVE NEIGHBORHOOD COLLECTOR

CITY OBJECTIVE: *Reduce reliance on State road network for local and regional traffic to ultimately increase network efficiency by providing alternate routes.*



OVER THE LAST YEAR…

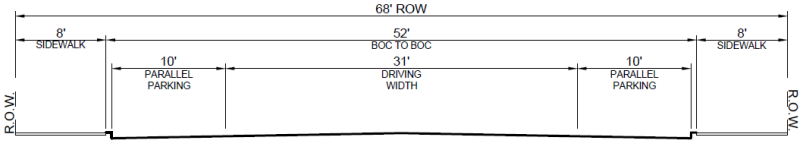
- **Multiple development-related inquires along corridor**
- **Unified Development Code**
- **Capital Improvements Plan**
  ↳ PR.RE.3 *Hamilton Pool Road Realignment Analysis*

NETWORK

- **Cueva Drive**
- **SH 71**
- **Hamilton Pool Road**

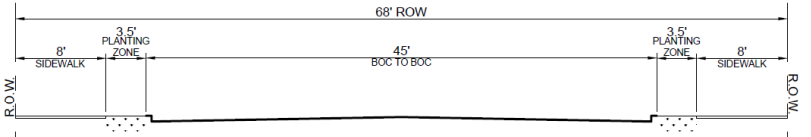
NEIGHBORHOOD COLLECTOR

OPTION WITH PARKING



NOTE: AT A MINIMUM, EVERY 5 PARALLEL PARKING SPACES SHALL BE FOLLOWED BY AN EQUIVALENTLY SIZED PLANTING ZONE.

OPTION WITHOUT PARKING



ROAD CLASSIFICATION INFORMATION	
DESIGN SPEED (MPH)	35
ADT RANGE	2,000 - 6,000
MIN. TANGENT LENGTH BETWEEN HORIZONTAL CURVES	100'
MINIMUM CURB BASIS	12'

IMPERVIOUS COVER INFORMATION (FOR WATER QUALITY/DETENTION POND SIZING)		
IMPERVIOUS COVER (PERCENT OF ROW)	90%	FOR PARALLEL PARKING - VARIES BASED ON ROADWAY LENGTH/NUMBER OF PARALLEL SPOTS
IMPERVIOUS COVER (SF PER 1,000 LF OF ROADWAY)	61,000 SF	

CITY OF BEE CAVE

CITY OF BEE CAVE
ROAD CROSS SECTIONS

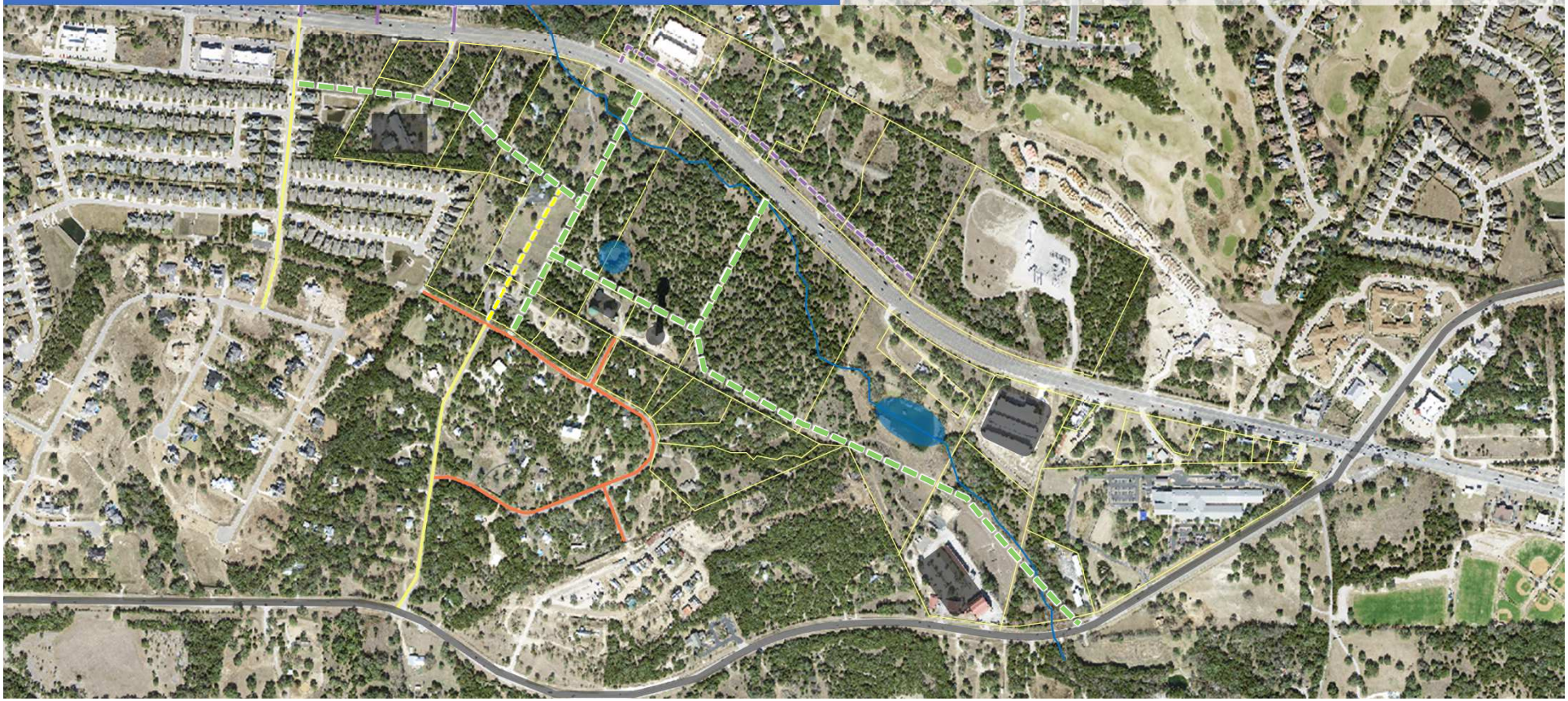
EXHIBIT E

ROAD CLASSIFICATION:

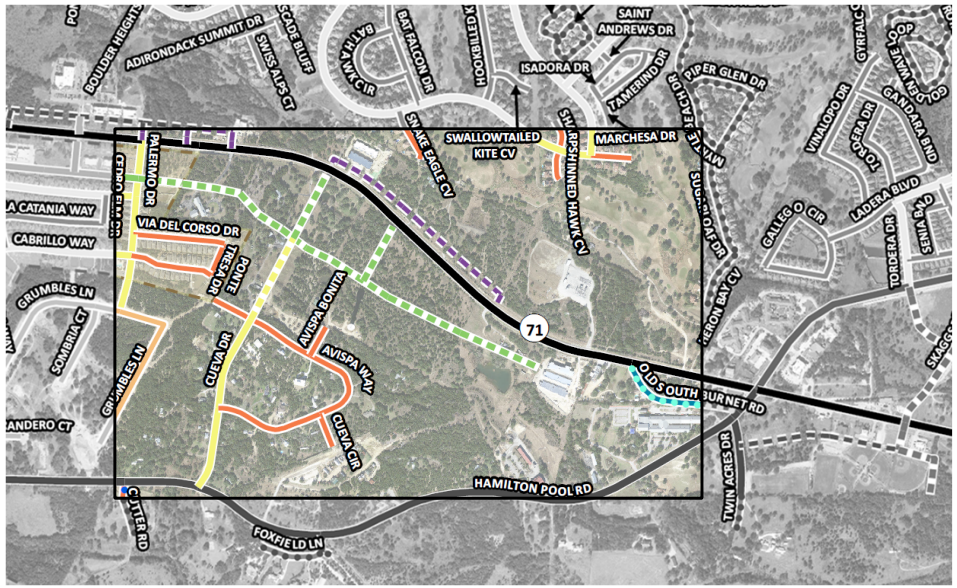
NEIGHBORHOOD COLLECTOR

SH 71 WEST ALTERNATIVE NEIGHBORHOOD COLLECTOR

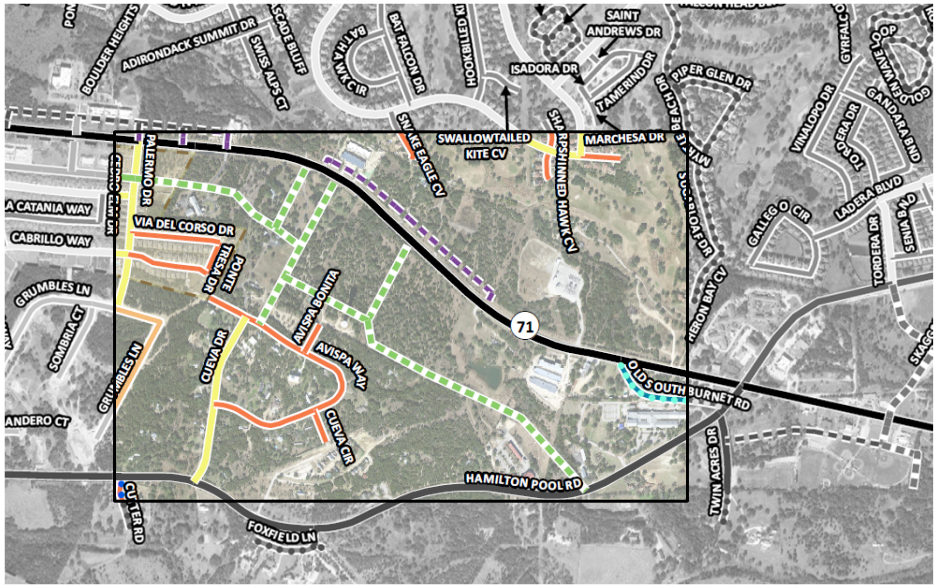
CITY OBJECTIVE: *Reduce reliance on State road network for local and regional traffic to ultimately increase network efficiency by providing alternate routes.*



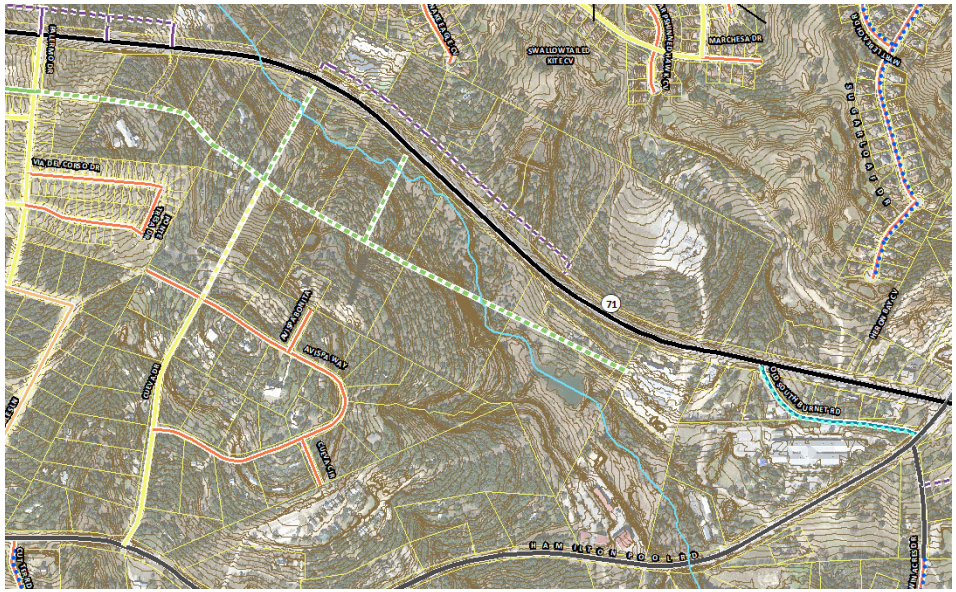
AREA OF FOCUS
ADOPTED THOROUGHFARE PLAN



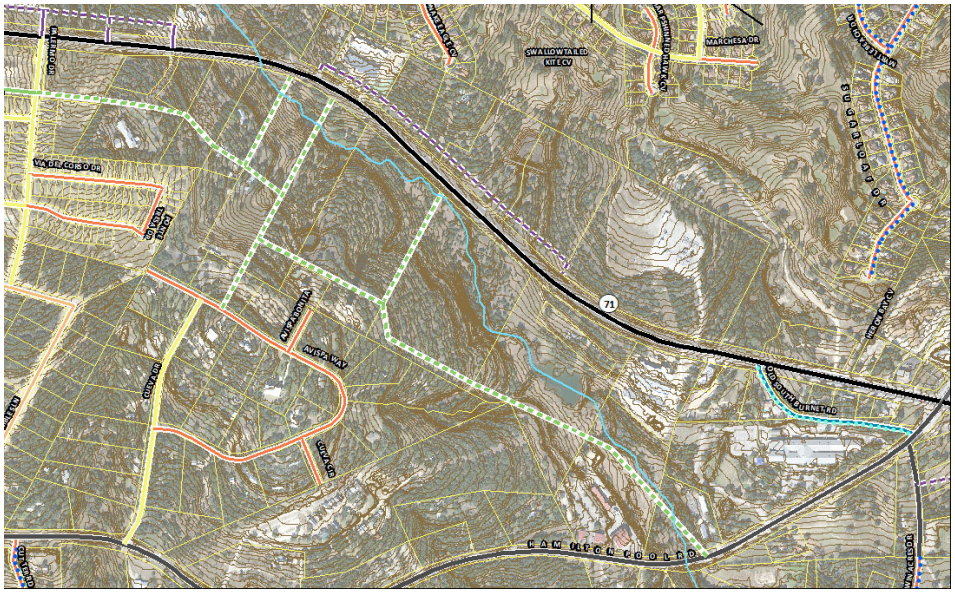
AREA OF FOCUS
PROPOSED THOROUGHFARE PLAN



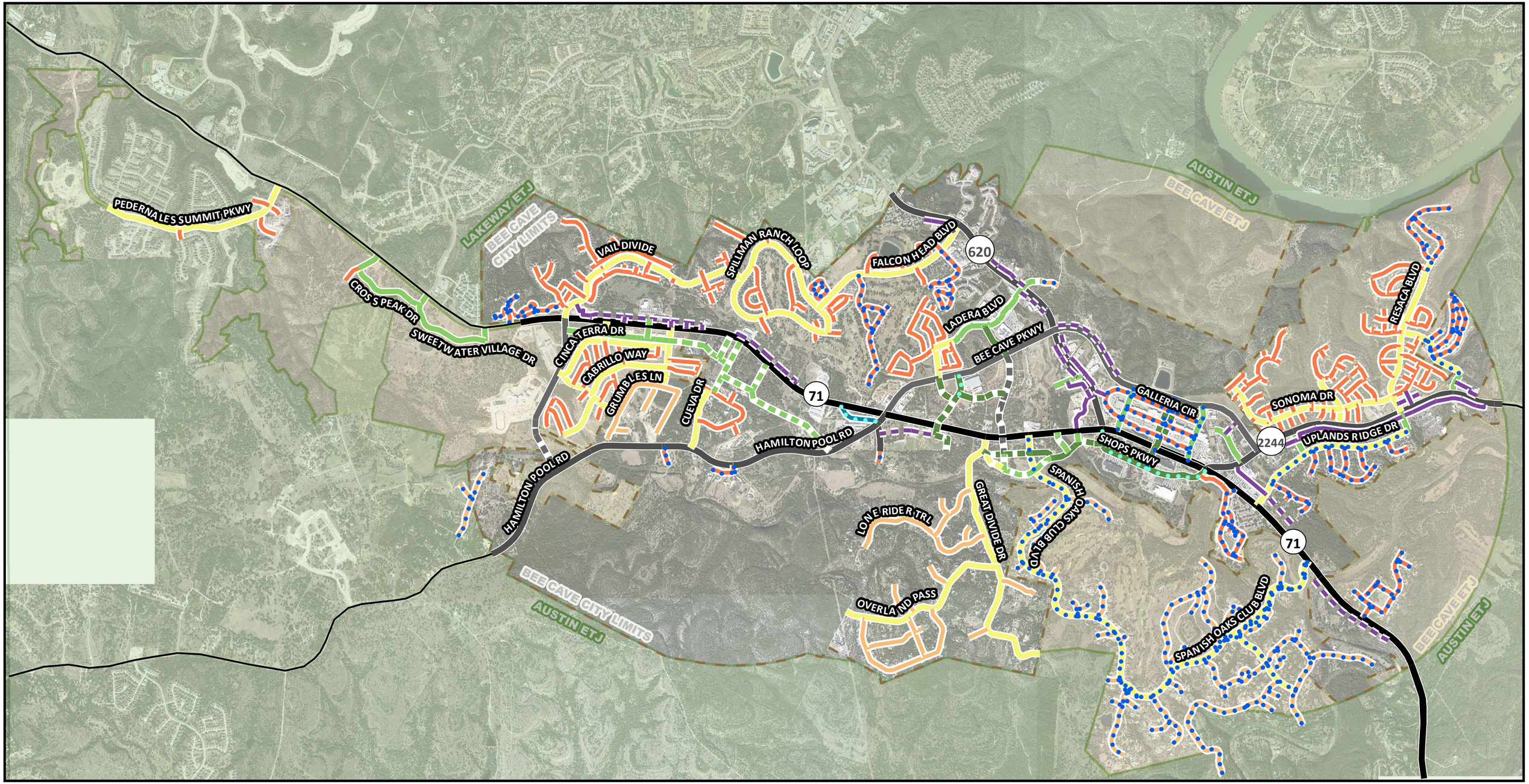
AREA OF FOCUS
ADOPTED THOROUGHFARE PLAN



AREA OF FOCUS
PROPOSED THOROUGHFARE PLAN



creek
contours (2’)
parcel boundaries



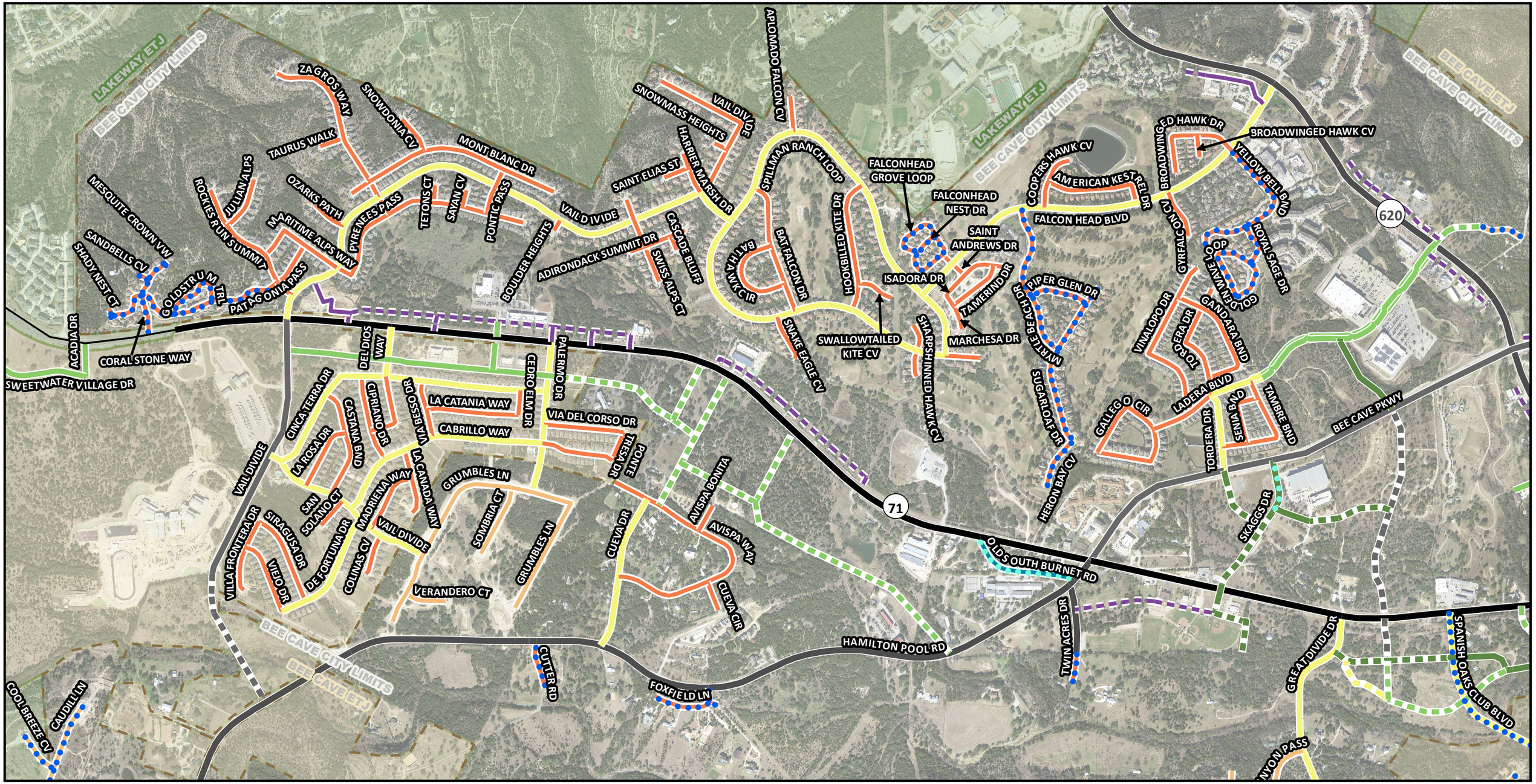
Bee Cave Throughfare Plan: *adopted XXXX*

Road Classification

- Major Arterial - Regional, Built
- Major Arterial, Built
- Minor Arterial, Built
- Minor Arterial, Unbuilt
- Primary Collector, Built
- Primary Collector, Unbuilt
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- Neighborhood Collector, Unbuilt
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- Residential Collector, Unbuilt
- Local - Standard, Built
- Local - Rural, Built
- Alley - Commercial, Built
- Connector, Built
- Connector, Unbuilt
- Private Street
- Private Street - To Become Public
- Road Outside City Jurisdiction
- Bee Cave Corporate Limits

500 Feet 0 0.5 Miles

N



Bee Cave Throughfare Plan - NW View: *adopted XXXX*

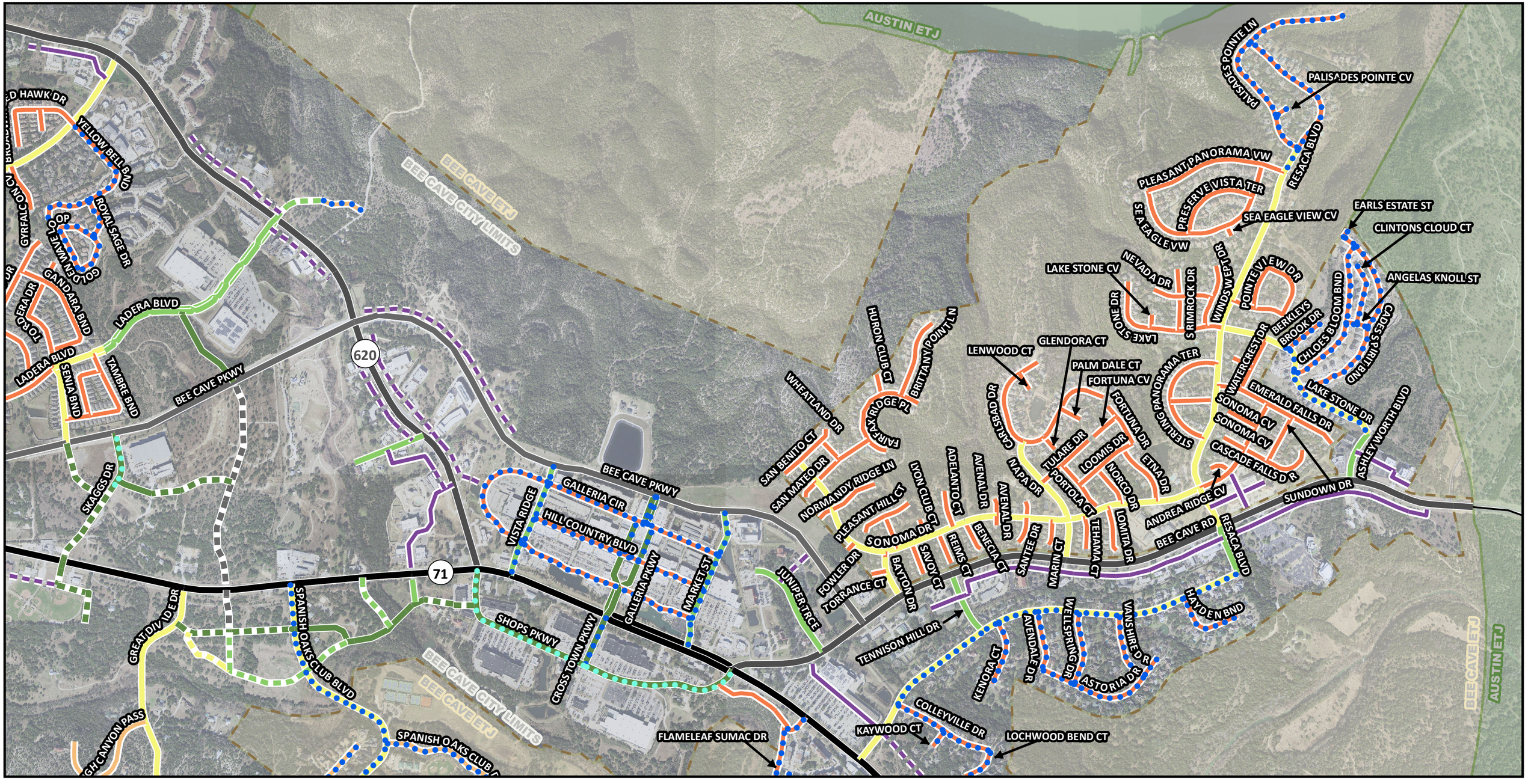
500 Feet 0 0.2 Miles

N

Road Classification

- Major Arterial - Regional, Built
- Major Arterial, Built
- Major Arterial, Unbuilt
- Minor Arterial, Built
- Minor Arterial, Unbuilt
- Primary Collector, Built
- Primary Collector, Unbuilt
- Neighborhood Collector, Built
- Neighborhood Collector, Unbuilt
- Residential Collector, Built
- Residential Collector, Unbuilt
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- Local - Rural, Built
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- Connector, Built
- Connector, Unbuilt
- Private Street
- Private Street - To Become Public
- Road Outside City Jurisdiction
- Bee Cave Corporate Limits

Bee Cave Throughfare Plan - NE View: *adopted XXXX*



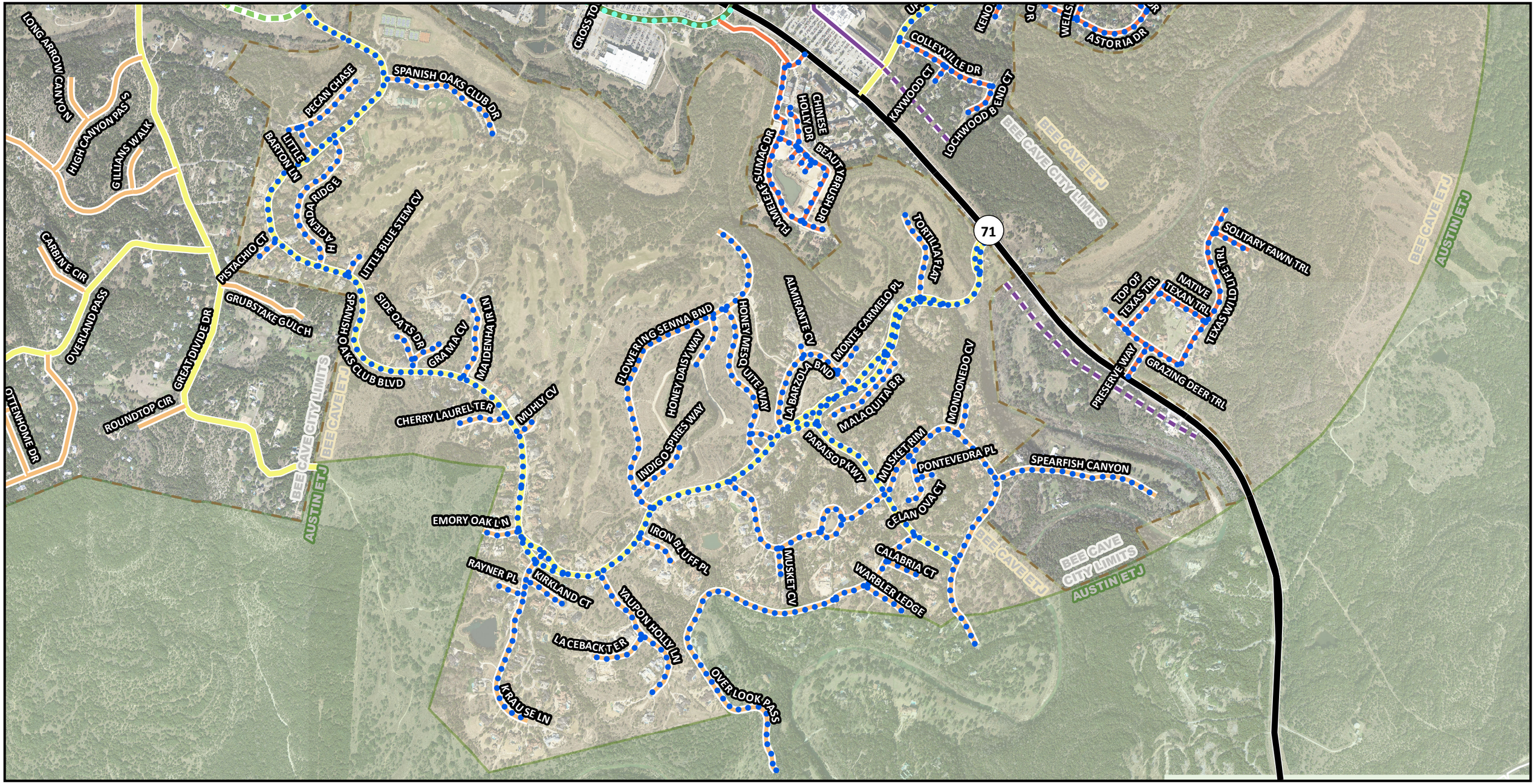
Road Classification

- Major Arterial - Regional, Built
- Major Arterial, Built
- Major Arterial, Unbuilt
- Minor Arterial, Built
- Minor Arterial, Unbuilt
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- Primary Collector, Unbuilt
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- Neighborhood Collector, Unbuilt
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- Local - Rural, Built
- Alley - Commercial, Built
- Connector, Built
- Connector, Unbuilt
- Private Street
- Private Street - To Become Public
- Road Outside City Jurisdiction
- Bee Cave Corporate Limits

500 Feet 0 0.2 Miles

N

Bee Cave Throughfare Plan - SE View: *adopted XXXX*



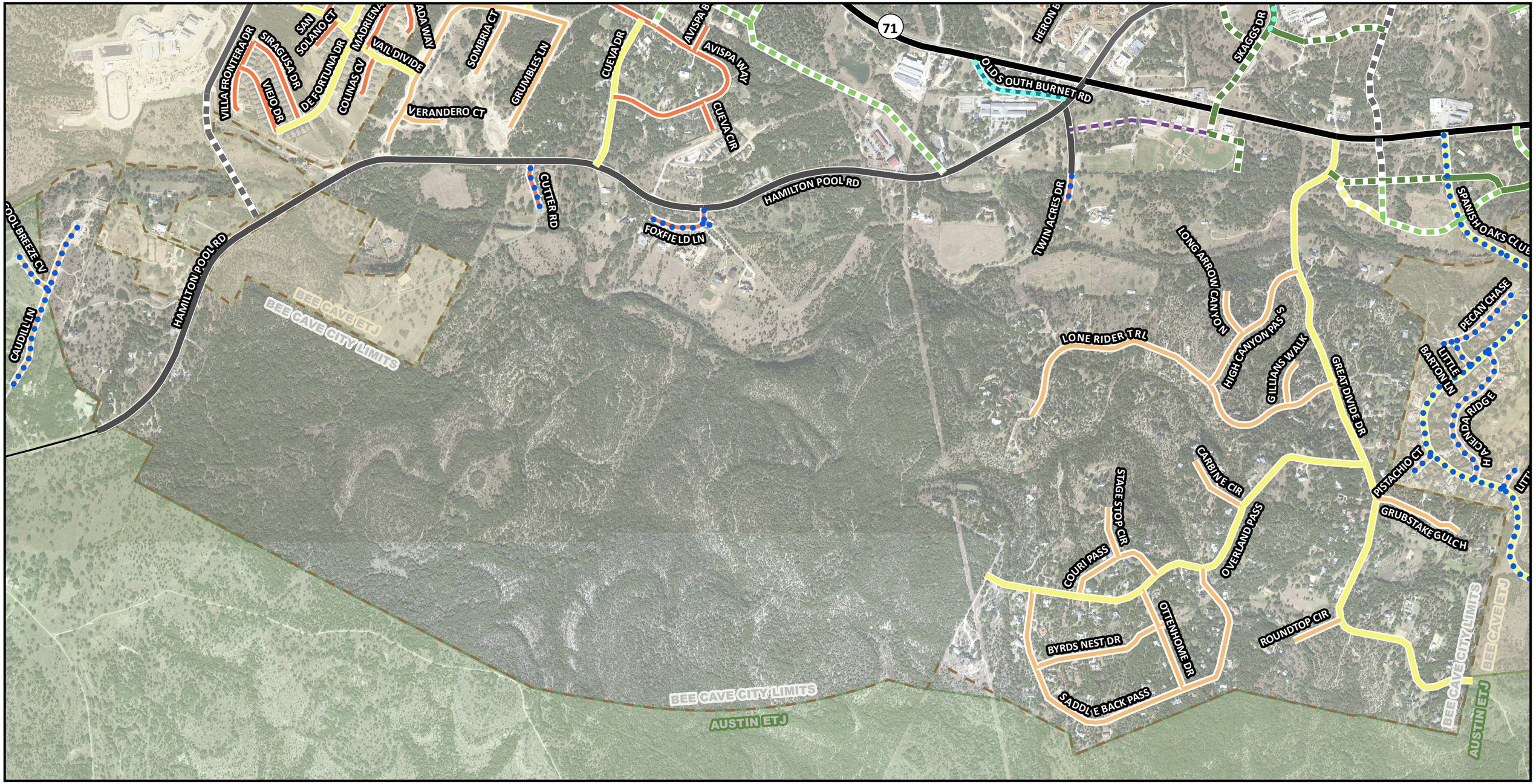
Road Classification

- Major Arterial - Regional, Built
- Major Arterial, Built
- Major Arterial, Unbuilt
- Minor Arterial, Built
- Minor Arterial, Unbuilt
- Primary Collector, Built
- Primary Collector, Unbuilt
- Neighborhood Collector, Built
- Neighborhood Collector, Unbuilt
- Residential Collector, Built
- Residential Collector, Unbuilt
- Local - Standard, Built
- Local - Rural, Built
- Alley - Commercial, Built
- Connector, Built
- Connector, Unbuilt
- Private Street
- Private Street - To Become Public
- Road Outside City Jurisdiction
- Bee Cave Corporate Limits

500 Feet 0 0.2 Miles

N

Bee Cave Throughfare Plan - SW View: *adopted XXXX*



Road Classification

- Major Arterial - Regional, Built
- Major Arterial, Built
- Major Arterial, Unbuilt
- Minor Arterial, Built
- Minor Arterial, Unbuilt
- Primary Collector, Built
- Primary Collector, Unbuilt
- Neighborhood Collector, Built
- Neighborhood Collector, Unbuilt
- Residential Collector, Built
- Residential Collector, Unbuilt
- Local - Standard, Built
- Local - Rural, Built
- Alley - Commercial, Built
- Connector, Built
- Connector, Unbuilt
- Private Street
- Private Street - To Become Public
- Road Outside City Jurisdiction
- Bee Cave Corporate Limits

500 Feet 0 0.2 Miles

N

ORDINANCE NO. 471

AN ORDINANCE OF THE CITY OF BEE CAVE, TEXAS, AMENDING THE CITY'S THOROUGHFARE PLAN, A COMPONENT OF THE CITY'S COMPREHENSIVE PLAN ADOPTED IN ORDINANCE 444; PROVIDING FOR SEVERABLITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council finds the City of Bee Cave (City) is a Texas Home-Rule Municipality and the Texas Local Government Code authorizes the City of Bee Cave to exercise jurisdiction over City zoning and planning as deemed appropriate by the City; and

WHEREAS, pursuant to the City's Code of Ordinances, Sec. 32.02.002(f), any proposed amendments to the Comprehensive Plan must be presented to the Planning and Zoning Commission for review and recommendation to the City Council; and

WHEREAS, on December 1, 2020 City Council reaffirmed adoption of "Our Bee Cave 2037" Comprehensive Plan, including the Thoroughfare Plan via Ordinance 444; and

WHEREAS, Comprehensive Plan Mobility Goal 1 states "Bee Cave should aggressively pursue opportunities to connect roadways with collectors (by planning for it through their Thoroughfare Plan and ensuring City Council strongly follows its intent to provide these additional connections) to allow SH 71 to operate as a regional facility;" and

WHEREAS, Comprehensive Plan Mobility Goal 2.3 states "Meet "adequacy" standards (i.e., acceptable levels of service) for the transportation system in the City, by evaluating the impacts of new development appropriately, monitoring development progress to ensure mitigation improvements are provided according to the original plan, and partnering closely with TxDOT for needed on-system improvements;" and

WHEREAS, Comprehensive Plan Mobility Goal M2 states "Include transportation system considerations in the development review process, in addition to the Major Thoroughfare Plan, for the planning and alignment of future roadways, and to promote safe, efficient on- and off-site access and vehicular circulation and improve the integration of land use and transportation in the City;" and

WHEREAS, in advancement of these goals, the Thoroughfare Plan depicts certain proposed Neighborhood Collector roadways, generally located south of State Highway 71, east of Palermo Drive, west of Old Burnet Road (private), and north and connecting to Cueva Drive; and

WHEREAS, these proposed Neighborhood Collector roadways are located across several properties that have substantial changes in elevation, are traversed by a creek, and have other existing conditions that merit consideration; and

WHEREAS, Over the course of the last year, several owners of these properties and their representatives, in advance of preparing and submitting applications for development, have asked for clarification about the alignment; and

WHEREAS, the proposed refinement to the alignment of these proposed roadways continues to advance the objectives of the previously cited Comprehensive Plan goals, while better responding to exiting conditions and site constraints; and

WHEREAS, the City has the authority to repeal and amend any ordinance from time to time and has complied with all conditions precedent necessary to take this action, has properly noticed and conducted all public hearings and public meetings pursuant to the Texas Local Government Code and Texas Government Code, as applicable.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BEE CAVE, TEXAS:

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes and findings of fact.

Section 2. Amendment. The City Council hereby approves the proposed amendments to the Comprehensive Plan's Thoroughfare Plan component, attached as **Exhibit "A"**.

Section 5. Severability. If any provision of this Ordinance is illegal, invalid, or unenforceable under present or future laws, the remainder of this Ordinance will not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision as similar in terms to the illegal, invalid, or unenforceable provision as is possible and is legal, valid, and enforceable will be added to this Ordinance.

Section 6. Repealer. This ordinance shall be cumulative of all other ordinances of the City of Bee Cave, and this ordinance shall not operate to repeal or affect any other ordinances of the City of Bee Cave except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, are hereby repealed.

Section 7. Effective Date. This Ordinance will take effect upon its adoption by the City Council.

PASSED AND APPROVED this _____ day of _____, 2021.

CITY OF BEE CAVE, TEXAS

By: _____
Kara King, Mayor

ATTEST:

_____
Kaylynn Holloway, City Secretary

APPROVED AS TO FORM:

_____
Charles E. Zech, City Attorney
DENTON NAVARRO ROCHA BERNAL & ZECH, PC

City Council Meeting
12/14/2021
Agenda Item Transmittal

Agenda Item:	**8.**
Agenda Title:	**Discuss and consider action regarding an application from the Lake Travis Film Festival for use of Hotel Occupancy Tax Funds.**
Council Action:	**Discussion and possible action**
Department:	**City Manager**
Staff Contact:	**Clint Garza, City Manager**

1. INTRODUCTION/PURPOSE

To discuss and consider action regarding an application from the Lake Travis Film Festival for use of Hotel Occupancy Tax Funds.

2. DESCRIPTION/JUSTIFICATION

a) Background

The Lake Travis Film Festival is entering its 3rd year of operation in the Lake Travis area. Year 1 council funded the event directly and year 2 funding came through an agreement with the Bee Cave Art Foundation.

Backup Materials include Proposal, Application, and a full breakdown of projected expenses.

b) Issues and Analysis

LTFF is requesting a total of $43,17.97 of which $18,406.88 is attributed to "promotion of the arts" as defined in Chapter 351 of the Texas Tax Code.

A breakdown of other funding sources as well as expenditures is provided in the HOT Application in back up.

3. FINANCIAL/BUDGET

Amount Requested	$43,177.97	Fund/Account No.
Cert. Obligation		GO Funds
Other source		Grant title

Addtl tracking info

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

ATTACHMENTS:

Description	Type
Application	Backup Material
Proposal	Backup Material
Exhibits	Backup Material
Breakdown	Backup Material

City of Bee Cave

LTFF Application for 2022 Film Festival

The City of Bee Cave accepts applications from organizations wishing to receive financial support through the Local Hotel Occupancy Tax (HOT) revenue collected.

1) The City Council serves as the Hotel Occupancy Tax (HOT) Committee and convenes on an as-need basis but no less than quarterly intervals. The HOT Committee will typically convene prior to regular City Council meetings which are generally scheduled on the 2nd and 4th Tuesdays of each month.

2) To be considered for funding, applicants must complete an application including all required attachments. Digital applications may be submitted to the City Manager via e-mail; contact information is made available on the City's website www.beecavetexas.gov.

3) If your application is included on the HOT Committee agenda as posted, you will have the opportunity to provide a presentation to the Committee during their public meeting.

4) The City Manager or designee of the City of Bee Cave will review the application for completeness.

5) Each applicant will be notified of an award following approval by the HOT Committee at which time one-half of the approved funding may then be requested by the organizer.

6) A post-event report is required in order to receive final payment. Once the event is complete, receipts that reflect actual expenditures must be submitted. City Manager or designee of the City of Bee Cave will review the post-event report for completeness.

7) The remaining one-half of approved funding amount may then be distributed to the applicant. Unspent funds or unapproved expenditures will not be paid. The applicant may be asked to provide additional documentation prior to receiving a final funding payment. Failure to request funds prior to the end of the fiscal year (September 30th) for which they were granted may result in forfeiture.

Rules Governing the Hotel Occupancy Tax Application

The applicant must present evidence the event will increase overnight stays in the City of Bee Cave that are consistent with the amount of HOT revenues requested.

An example: the event takes place over several days; a portion of the participants travel more than 100 miles and stay in lodging located in the City of Bee Cave.

1) Funding requests of hotel occupancy tax revenues may statutorily be used only for the promotion of tourism. Expenditure of funds for unauthorized purposes may result in recapture and/or adversely impact future requests.

2) The applicant must ensure that www.beecavetexas.gov is listed as a source for the City of Bee Cave on any and all promotional information you provide to registrant and/or vendor/event attendees, including event websites. Also all Bee Cave hotels must be advised of the event in advance, have access to mailing lists including sufficient time to participate in the bidding for both primary bookings and overflow.

3) Future applications should include information collected from the post event report to facilitate requests for new funding.

Application for Use of Hotel Occupancy Tax

Organization Information

Organization Name: Lake Travis Film Festival

Contact: Name: Kat Abert

Date: Sep. 23, 2021

Address: 12400 Hwy 71, #350-255, Bee Cave, TX 78738

Phone: 512-543-4918, 512-680-0177

Email: info@laketravisfilmfestival.com

Organization: Non-profit

Tax ID# 832 102 258

Purpose of Organization: To provide culture and education through the art of cinema through a four day convention/festival with pop up locations throughout the community.

Statutory Test: Part One Does your Event/Expenditure pass the statutory test, defined specifically as directly enhancing and promoting tourism in Bee Cave AND directly promoting the overnight accommodation industry in Bee Cave by increasing overnight stays? **Yes**

Statutory Test : Part Two Does your Event/Expenditure pass the statutory test defined specifically as limiting the use of Hotel Occupancy Tax funds to one or more of the following categories? **Yes**

1. Funding the establishment, improvement, or maintenance of a convention or visitor information center; 2. Paying the administrative costs for facilitating convention registration; 3. Paying for advertising, solicitations, and promotion that attract tourists and convention delegates to the city or its vicinity; 4. Expenditures that promote the arts; 5. Funding historical restoration or preservation programs; 6. Certain sporting event related expenses; 7. Certain tourist shuttles; 8. Signage directing tourists to attractions frequently visited by hotel guests. If the answer to one of the two statutory tests is NO, you are NOT eligible for Hotel Occupancy Tax (HOT) funds. **We meet the qualifications. Understood.**

Event and/or Expenditure Description

Name of event/expenditure: **Lake Travis Film Festival**

Website address: **www.laketravisfilmfestival.com**

Date(s): **Thursday September 15-Sunday September 18th, 2022**

Will there be an admission charge? **Yes for badges, however, there are some free components.**

List any additional charges (i.e. parking, entry fees for contests, etc…)

There are daily wristbands and 4-day passes. The earlybird pricing starts at $50/$180, however the prices rise as it gets closer to the event. This allows us to give better price points to our local community. Last year's badges are posted at www.laketravisfilmfestival.com/badges-1

Filmmakers and screenwriters also pay a fee to submit their projects

Primary location: **50% in City of Bee Cave**

What is specifically being marketed or promoted (i.e. facility, event, etc…) **Promoting the art of film and screenwriting coupled with community discussions and immersive events, daily social media posts, and paid advertising promotes Bee Cave as a city to visit, and a place to bring film projects.**

This year we have planned a one page ad that focuses on Bee Cave locations for filming to encourage film business in the city and will highlight Star Hill Ranch.

Purpose and goal of your organization and who benefits from your success: **The city benefits in branding, tourism, and economic development. Currently, the festival promotes the city in all outreach with the city of Bee Cave logo and links back to the city website. We promote Bee Cave businesses, The VisitBeeCave campaign, the hotels, and Bee Cave-the destination in our online and print outreach. In addition, it's nice to have local cultural opportunities for residents and of course, the visiting content creators.**

Impact

Number of people attending this event from previous year:

2021: 772 Out of Town/290+ local

Number of people expected to attend this event/expenditure next year, 2022

Out of Town: 800+ (over course of events) Local: 300+

Approximate number of people attending stay overnight in Bee Cave: 60

Do you reserve a room block for this event/expenditure? Yes

List hotels you negotiated a special rate if this reimbursement request is being used for an event. DO NOT LIST RATES.

Sonesta Hotel

Mountain Star Lodge

We will also have attendees that stay in area AirBnbs

Funding Request

Total Amount Requested: $43,177.97

Does the proposed event plan to become self-supporting in the future?

The festival will always use a mix of revenue sources.

Breakdown to match HOT language:

Registration of convention delegates: the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants;
$10,615 (Bee Cave ask: $5174.84)

Advertising, and conducting solicitations and promotional programs to attract tourists and convention delegates: advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity;
$40,197.40 (Bee Cave ask: 19,596.25)

Promotion of the arts: the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts-related to the presentation, performance, execution, and exhibition of these major art forms;
$37,757.69 (Bee Cave ask $18,406.88)

a) What is your organization's direct contribution to the above? $45,392.12

b) What other sources of funding are being applied for or have been received for the advertising/promotion of your organization? We have foundation donations, advertising, sponsorships, submission fees, memberships and badge sales. We will be applying for more

grants starting in the Fall including NEA through Texans for the Arts. They require two year track record, so this is the first year we are eligible to apply.
c) How will the funds be used? See attached marketing calendar
d) Please indicate all promotion efforts your organization is coordinating and the amount financially committed to each media outlet.

We prefer to use a much more organic push that allows us to be hyper focused on our out of town target audience through Industry publications, online marketing/advertising/web/targeted emails and more. However, we have broken down the advertising/promotions on Attachment A.

Our target audience is the content creators and their amplification, which we will reach with look alike campaigns and some geo fencing. Secondarily, we are working with I Heart Media for a targeted advertising campaign for area film tourists and Feathr for strategic online advertising.

Along with the application, submit the following as attachments (required):
1. Itemized list of relevant expenditures;
2. Marketing plan including target audience and detailed media list;
3. Board of Directors and/or Event Committee with contact information;
4. Event planning timeline;
5. Schedule of all activities.
For 2022 we are planning show over 75 film projects in at least six venues and hosting filmmakers from across the globe. We are working to create a young filmmaker focus for Bee Cave on Saturday on the festival, and if we get appropriate grants...it will be free to the young filmmakers to participate. Sunday is Texas Film Industry day at Star Hill Ranch.

Please return completed application with attachments and signature to:
City of Bee Cave 4000 Galleria Parkway Bee Cave, TX 78738 Attn: City Manager re: HOT Application

For additional questions, please contact the Bee Cave City Manager (512) 767-6600.

With my signature below, I understand the Hotel Occupancy Tax (HOT) Application, Process, Reimbursement, and all associated Rules Governing the Application established by the City of Bee Cave.

We intend to use this funding for the event as described herein to promote the efforts of the City of Bee Cave in enhancing and promoting tourism and the convention and hotel industry by attracting visitors from outside Bee Cave.

I have read the Hotel Occupancy Tax (HOT) Application guidelines including the Rules Governing the Application and the Reimbursement Process.

I understand that if awarded, my request for Hotel Occupancy Tax (HOT) funding by the City of Bee Cave, any deviation from the approved event or the Rules Governing the Application may result in a partial or total withdrawal of the Local Hotel Occupancy Tax (HOT) funding.

Lake Travis Film Festival
Organization Name

Kat Albert
Applicant Signature

Date: September 23, 2021

Post Event Required Reporting

Thank you for promoting tourism and the hotel industry in Bee Cave through the utilization of Hotel Occupancy Tax (HOT) funds. The Texas Tax Code provides a set of rules that state how the revenue from the Hotel Occupancy Tax may be used only to directly enhance and promote tourism and the hotel and convention industry.

All entities that are approved for the utilization of Hotel Occupancy Tax (HOT) funds must submit a Post Event Form for each event. This report, as submitted, will be reviewed by the City of Bee Cave to determine compliance and will be used in consideration of future hotel occupancy tax funding requests.

Please return completed Post Event Report with attachments to:
City of Bee Cave 4000 Galleria Parkway Bee Cave, TX 78738 Attn: City Manager re: HOT Application

For additional questions, please contact the Bee Cave City Manager (512) 767-6600.
PLEASE NOTE: FAILURE TO SUBMIT THE POST EVENT REPORT MAY RESULT IN INELIGIBILITY FOR FUTURE FUNDING FROM CITY OF BEE CAVE HOTEL OCCUPANCY TAX.

(We believe the post event report was submitted through the Bee Cave Arts Foundation.)

Kat Albert
Lake Travis Film Festival
12400 HWY 71, #350-255
Bee Cave, Texas 78738

Clint Garza
City of Bee Cave
Bee Cave City Hall
4000 Galleria Parkway
Bee Cave, TX 78738

September 23, 2021

Dear City Manager Garza and Council,

First of all, thank you for your help with the Lake Travis Film Festival. It is a labor of love for myself and the 100+ volunteers who make it happen. We've learned a lot in the last two years and once again find ourselves planning through a pandemic.

We'd like to hone in on the Young Filmmakers portion of the festival for Bee Cave. This is such a family-focused area that it just makes sense. We have reserved the theater space at ContraCommon in the Hill Country Galleria and if we get some of our grants, we plan to rent additional spaces for workshops.

Saturday night of the festival this past year was on the Great Lawn with an animation showcase and afterparty at the Sonesta. Next year, we've already asked Sonesta Hotel if we could do our music video showcase at the hotel and have a poolside DJ party afterwards.

Finally, we really want to see more film projects choose our area for filming. Our print ads in industry magazines will focus on locations in the area. Locations in Bee Cave include Star Hill Ranch. Having Bobby Flay, Fear the Walking Dead, and more in our backyard is a feather in our cap and we hope by promoting this people will feel proud. All day Sunday of the festival will be Texas Film Industry Day at Star Hill Ranch. Our stunt person demonstrations have become a point of pride for us and something the stunt team enjoys.

If there are any questions or clarifications needed by council, we are available. As a 501c3 we are transparent and open to making the festival a part of the social fabric in Bee Cave and the greater Lake Travis area.

Thanks for giving us your consideration.

Kat Albert
LTFF Executive Director

City of Bee Cave H.O.T. Proposal
September 2021
For 2022 Festival

A. City of Bee Cave Application (attached separately)
B. Itemized List of Relevant Expenditures
C. Marketing Plan
D. Board of Directors and Event Committee
E. Event Planning Timeline
F. Tentative Schedule of Activities (See attached program)

"We believe in the power and urgency of great cinema and aim to share the best films from around the world with our audiences. It's our goal for you to see something new and interesting that helps to expand your understanding of the world. Follow us online at www.laketravisfilmfestival.com and look for us on Facebook, Instagram, Twitter and wherever you get your podcasts."



B. Anticipated Relevant Expenditures Eligible for HOT

HOT Fund	LTFF Acct Code/s	Category	Budgeted AMT	City Ask
REGISTRATION			**10615**	**5174.84**
REGISTRATION	7751	Registration	10615	5174.84
ADV + PROMOTIONAL PROGRAMS			**40197.40**	**19596.25**
ADV + PROMOTIONAL PROGRAMS	6141	Publicity/PR	7660	3734.25
	6151	Audio & video production for SM/podcast//ads	6670	3251.63
	6131/6111	Social Media/Targeted Emails/Adwords/Online Advertising	17167.40	8369.11
	6161	Direct Mail (printing and postage)	2450	1194.38
	6201	Web Site and Web Event Ticketing	6250	3046.88
PROMOTION OF THE ARTS			37757.69	18406.88
PROMOTION OF THE ARTS	7101/7501	Events, Venues, Hospitality (theatre, hotel, etc.) + Venue Tech Support	24900	12138.75
	7301	Content/Content Management/Filmmaker Artist Services/Film Tech	8825.43	4302.40
	7501	Transportation	1000	487.50
	7651/6301	Security & Insurance	2250	1096.88
	7701	Signage	782.26	381.35

We are using exact language from the statute here.

Primary Purpose of Funded Event/Activity/Facility:
Bring filmmakers and screenwriters from across the globe and film lovers from throughout the state together to enjoy quality films, panel discussions, and unparalleled access to the Lake Travis area hotels, restaurants, and hospitality.

Check which statutory categories apply to funding request AND amount requested under each category:

Convention center facilities or visitor information centers: the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both;

$_____

Registration of convention delegates: the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants;

$ 5174.84

Advertising, and conducting solicitations and promotional programs to attract tourists and convention delegates: advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity;

$ 19596.25

Promotion of the arts: the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms;

$ 18406.88

Historical restoration and preservation projects or activities: historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums: (a) at or in the immediate vicinity of convention center facilities or visitor information centers; or (b) located elsewhere in the municipality or its vicinity that would be frequented by tourists and convention delegates;

$_____

Sporting event expenses related to sporting events which substantially increase economic activity at hotels: for a municipality located in a county with a population of 290,000 or less, expenses, including promotion expenses, directly related to a sporting event in which the majority of participants are tourists who substantially increase economic activity at hotels and motels within the municipality or its vicinity.

$_____

Note: Overall festival budget is much higher, this represents only the HOT-eligible expenses for the festival. No single entity should have over a 25% stake in the festival. We have funding from submissions, badge sales, sponsorships, memberships, donations and grants.

These are NOT all from the PROMOTION OF THE ARTS portion of HOT.

C. Marketing Plan

About the Fest:

The 2022 Lake Travis Film Festival will work to refine and improve the best parts of the 2021 Festival. In 2021 we condensed the footprint so that the Bee Cave Days were walkable. We were dealing in a pandemic and worked on safety over high attendance.

The next festival will take place September 15-18 at a variety of locations throughout the Lake Travis area. Including Bee Cave. We cannot guarantee a post Covid environment, however, we are hopeful.

We were successful in targeting filmmakers and screenwriters first as they travel and stay in our hotel/s and Bnbs. All attendees fill out a form and designate where they stay. We use these numbers for our reports.

Our goal is to keep that focus first and to start earlier.

LTFF Demographics & Call to Action

Our demographics pull from three distinct categories

1. Submissions (Content Creators)
    a. Filmmakers
    b. Screenwriters
    c. Student Filmmakers
2. Industry Professionals and Influencers
3. Non-filmmaker Attendees
    a. Local community
    b. Out of town visitors (Cultural tourists)

Media Selections and Rationale:

Based on what worked this year, we are staying focused on online and targeted emails, advertising through Google, Facebook, Pinterest and driving traffic to our web site for the first two sets of demographics.

We found that out of town filmmakers drew people in the greater SMA into their film screenings. If a filmmaker from Canada has family in Dallas, they will make the trip. We believe keeping a strong focus to submissions will be a better investment of marketing funds and satisfy the language of the statute to bring in people from outside of the area.

We write grants ourselves, but our volunteer time is stretched. We are interested in bringing on a Development person, to help with Grants and other state and federal funding. However, we do not see this as covered in the HOT statute and will use Festival funds.

ONLINE: Highly targeted email blasts through our festival clearinghouse starting this Fall will focus on Filmmakers and Screenwriters to drive them to submit to the film festival. This is our focus and the driver for the tourism requirements.

We are creating positive video content about the area and making short videos that push Bee Cave and the Lake Travis area as a cool place to visit which will be posted on Instagram and Facebook Ads to drive traffic to the web site. When we reach potential attendees they often have NEVER heard of Bee Cave. So, these are new people coming into our area who could definitely return. Many filmmakers commented on how unique it was to be in the Galleria.

DIRECT MAIL: We will continue to target high school film teachers to spread the word about our youth film track and solicit young filmmakers. We are looking at a cooperative agreement to expand our footprint and would like to continue to focus Bee Cave and the Hill Country Galleria and Sonesta Hotel as the Young Filmmaker hub.

PRINT MEDIA: Limited print ads in Industry Publications. We will work harder on earned media push for editorial rather than advertising in print publications. We may add some “pay for play” with area magazines/newspapers but it may not be from our HOT funds.

Advertising Goals

The message will inform out of area visitors about this 'cannot miss event' and drive response to a website to view more information on the event, hotel partners, area opportunities and to purchase event tickets. We are branding this as the social event of the summer. The more Bee Cave groups that join us, the better our reach. If the city and the city-funded PR firm could give us a listing in their calendar or city-paid posts that would be a huge boost for all of us.

Advertising Methods and Strategies

As an entertainment medium, our strategy is to use film/video to reach our audience where they live…primarily, online.

Currently, we have almost 8000 Instagram followers and a healthy presence on Facebook and Twitter. These numbers are ORGANIC not bought, which is much more valuable. Our followers want to be involved, our influencers are filmmakers and fans that want to see us succeed. We work on this daily. We will be diversifying the Marketing budget and need to hire highly skilled social media experts and content creators to hone in on what works best for our messaging.

LTFF started a podcast, LT Film Chat, available wherever you listen online and have both a YouTube and TikTok Channel.

The festival is predominantly a volunteer-run organization with no employees. Volunteers donate thousands of hours to the festival. We currently run the fest through six volunteer teams that have between 10-35 members each. Early estimates are that $500k plus of labor and expertise is being donated from our teams.

D. Current Board of Directors and Event Committee

2021-22 Board of Directors

Ex-Officio

Kat Albert 512-680-0177

Filmmaker/Community Member

President, Darcy Benwell 281-851-3271

Philanthropist/Community Member

Vice President, David Tate

Attorney, AT&T/Community Member

Secretary, Laura Galt Snavely 501-960-9583

Broadway Producer/Educator/Community Member

Treasurer, Tinny Widjaja

International Finance/Community Member

Chad Willbanks 512-423-0049
Political Consultant/Community Member

Brittany Burris
Manager, Music Hill Ranch/Community Member

Ken Deubel
Film Industry/Community Member

Festival Event Committee
Kat Albert-Executive Director
Carrie Cates-Programing, Film Tech, and Artist Services
Louis LeJeune-Tech and AV Services for Venues
Robert Sheldon-AV for panels and Q&As
Katie Orr-Marketing, Podcast, and blog
Tori Miller-Social Media Stories
Ashley Guaragna & Carrie Evans-Table Read Coordinators
Stephanie Fambro Harrison-Screenwriting Competition
Bryan Sanchez-Master Class
Denise Pischinger-Registration
Laura Galt Snavely-Young Filmmakers

E. Event Planning Timeline

July 2021

Post festival recap and best practices debriefing.
Review numbers
Begin grant applications
Create submissions portal to 2022 festival

August 2021

Submissions open
Fill volunteer positions on Board
Complete post festival documentation
Prep creative for kick off
Work on creating visual assets for marketing 2021 to promote city as destination
Create theme and key visual for festival

September 2021

Reveal theme
Build leadership team for festival
Board training workshop
(Begining of LTFF fiscal year)

October 2021

Membership event/Film screening for community
Lock in hotels and venues for 2022 (as soon as city funding is secured)
Start monthly script and film reviews as a group
Continue industry push for submissions

November 2021

Volunteer meetup and strategy sessions
Young Filmmaker Workshop (Dates TBA)
Reveal 2022 Graphics at ChamberFEST

December 2021

Push for submissions

Volunteers read scripts, watch/rate films

Build Membership team

January 2022

Programming committee works on content

Screenplay volunteers read scripts

Focus on grant funding

Get reservation codes from hotels, final lock on all venues

February 2022

Programming committee screens finalists

Screenplay volunteers read scripts/rate

Rough scheduling of festival

Get PR contacts for hotels, see if they can help with promoting themselves in coordination with the festival

April 2022

Film slate announcement, April 1st

Send out laurels

Volunteer training sessions

Accepted script list, April 15th

Meet with city to see if they can include LTFF in their community calendars/newsletter

May 2022

Give hotels lists of all accepted films and scripts with contact information. They can initiate marketing to content creators. Share bulk email template.

June 2022

Finalize film and screenplay selections

Notify filmmakers and screenwriters on their acceptance.

Follow up with each one with a personal letter and encourage them to stay at our host hotels

July 2022
Lock in tech team/begin to preflight films
Push individual film and filmmaker stories in media
Work through accomodations for VIPS, industry, and filmmakers.
Coordinate with our red carpet concierge

August 2022
Final tech scout all locations
Third QC on all films
Major PR push online for cultural tourist throughout Texas
Local media buys

September 2022
Event: Thursday September 15-18th, 2022
Saturday and Sunday events in Bee Cave.

Late September 2022
Festival recap
Post festival publicity and wrap
Prepare report for city on total expenditure
Rest. Repeat.

F. Tentative Festival Schedule
As soon as funding is allocated we will begin reserving venues. If at all possible, we will book the same venues.

In Bee Cave, we plan to use Star Hill Ranch, ContraCommon, Sonesta Hotel, and possibly the Great Lawn in the Galleria along with other locations as needed. We will include Mountain Star Lodge on our web site AND in our registration materials. We welcome any businesses that want to host connected events or presentations in coordination with the festival and would like the Bee Cave Chamber to work with us.

The Sonesta Hotel will be our host hotel in Bee Cave and Young Filmmaker hub. We are working with them now to have a Saturday night music video screenings and an “After

Party" open to all. Star Hill Ranch is a strong partner and will once again be our home for Texas Film Industry Day on Sunday.

*Confirmation of all locations is based on availability and subject to contracts.

FYI Additional Info

Organization Information:

Name of Organization: Lake Travis Film Festival

Address:12400 W. Hwy 71 #350-255, Bee Cave, TX 78738, Bee Cave, TX 78738

Contact Name: Kat Albert, Executive Director

Contact Phone Number: 512.680.0177

Web Site Address for Event/Activity/Facility: www.laketravisfilmfestival.com

Organizational Type: Non-Profit 501 c 3

Tax ID #: 832 102 258

Organization's Creation Date: November, 2018

Purpose of your organization:

The Lake Travis Film festival has an ongoing community and educational and arts component. Our yearly film festival will bring together filmmakers and screenwriters from across the globe to the Lake Travis area for a four day event.

Name of Event/Activity/Facility: Lake Travis Film Festival

Date of Event/Activity: September 15-18th, 2022

Primary Location of Event/Activity/Facility:
Exact locations are TBD.
We will book room blocks at the Sonesta Hotel

We will use multiple locations throughout the area including in the Hill Country Galleria.

We will be working with our primary hotel in Bee Cave to reach out to all of our filmmakers and screenwriters who are invited to the festival to book their accommodations.

We would appreciate buy-in from the hotels and their marketing PR firms to help with promotion or at least amplification of our work to help promote them.

In addition, the city contract with PR Boutique and Trade Craft should stipulate that they NOT boycott our event or listing our event as a part of the social fabric of Bee Cave. They promote many destinations OUTSIDE of the city, but we cannot seem to get any support from them after multiple requests.

As for our promotion of the city and Bee Cave hotels. We will include all area hotels on our web page listing under accommodations, in our printed program, and in email blasts to attendees. We know people are coming and give them options on where to stay. The list is available to the hotels to do their own marketing to attendees, as well.

We have a sign in form when attendees arrive that asks about their lodging. We will do that again. Because we found that attendees who were staying at our properties were not always recorded properly when they booked through a third party. This is our check and balance.

Attachment A for 2022 Application				
2022 HOT Categories	**LTFF Acct Code/s**	**LTFF Breakdown**	**LTFF Budgeted AMT**	**City Ask**
REGISTRATION			**10615.00**	**5174.84**
	7751	Registration	10615.00	5174.84
ADV + PROMOTIONAL PROGRAMS			**40197.40**	**19596.25**
	6141	Publicity/PR	7660.00	3734.25
	6151	Audio & video production for SM/podcast//ads	6670.00	3251.63
	6131/6111	Social Media/Targeted Emails/Adwords/Online Advertising/Traditional Advertising	17167.40	8369.11
	6161	Direct Mail (printing and postage)	2450.00	1194.38
	6201	Web Site and Web Event Ticketing	6250.00	3046.88
PROMOTION OF THE ARTS*			**37757.69**	**18406.88**
	7101/7501	Events, Venues, Hospitality (theatre, hotel, etc.) + Venue Tech Support	24900.00	12138.75
	7301	Content/Content Management/Artist Services/Film Tech	8825.43	4302.40
	7501	Transportation	1000.00	487.50*
	7651/6301	Security & Insurance	2250.00	1096.88*
	7701	Signage	782.26	381.35*
			Total Anticipated HOT-eligible	City ask
			88570.09	**43177.97**

Please note this has transpo/security/signage included in Promotion of the Arts per your directive. However, the HOT statute allows it to be separated.

City Council Meeting
12/14/2021
Agenda Item Transmittal

Agenda Item:	**9.**
Agenda Title:	**Discuss and consider action on an amendment to the Sweetwater Development Agreement related to signs**
Council Action:	
Department:	**Planning and Development**
Staff Contact:	**E. Megan Will, Director of Planning & Development**

1. INTRODUCTION/PURPOSE

The purpose of this agenda item is for the City Council to discuss and consider action on an amendment to the Development Agreement between the City of Bee Cave and WS-COS Development, LLC, WS-COS Investments, LLC, (collectively, "Wheelock"), the Lazy Nine Municipal Utility District No. 1A, and Matthews-Barnes Brothers Investment, LP, i.e. the Sweetwater Development Agreement (DA).

The applicant is requesting to amend the DA to allow lots that have frontage on Highway 71 and either Sweetwater Village Drive or Cross Peak Drive to have two monument signs, one on each frontage.

2. DESCRIPTION/JUSTIFICATION

a) Background

The Sweetwater DA was established December 8, 2015 (attached). Since its establishment there have been two designations of additional lands, currently the DA applies to property in the city's exterritorial jurisdiction (ETJ) on the south side of Highway 71 extending from the LTISD "*bus barn*" to approximately .85 miles west of Serene Hills Drive (see attached exhibit). The DA includes standards governing the project's signage (DA Exhibit G, see attached). These signage standards follow the city's sign ordinance with a number of exceptions.

b) Issues and Analysis

The City has consistently interpreted the Sweetwater DA sign regulations for businesses that have both Hwy 71 access or frontage *AND* access from an internal drive (e.g. the existing 7-11 and the new carwash) to allow these businesses one monument sign that may be located on Hwy 71. This is based on the 1st paragraph of the Monument Sign regulations in Exhibit G (see excerpt below), specifically "no more than one monument per entry from a roadway (other than Highway 71) into the project site is allowed."

Sec. 28.05.004 & 28.05.005 Monument Signs
Businesses may share a monument, but no more than one monument per entry from a roadway (other than Highway 71) into the project site is allowed, and must be contained within the property boundaries. For pedestrian and vehicular safety, no part of a monument may encroach into the sight visibility area of intersections or right-of-way areas.
(2) Size
(A) Maximum Surface Area of a Sign: 40 square feet.
(B) Maximum horizontal dimension of 25 feet.
(3) Height: Maximum of 1 0 feet. The height of the sign is measured from the average of the finished grade at the base of the sign.

Monumentation along Highway 71
(1) Single Business Use Signs
One monument sign along Highway 71 is allowed for a commercial use which has direct access off of Highway 71 or over 50 feet of lot frontage along Highway 71.
(A) Maximum Sign Height: 10 feet. The height of the sign is measured from the average grade of the edge of the pavement of Highway 71 in front of the sign or the average of the finished grade at the base of the sign, whichever is higher.
(BJ Maximum Surface Area of a Sign: 40 square feet.
(C) Maximum Horizontal Dimension: 25 feet.

(2) Multi-Tenant Signs
One multi-tenant sign along Highway 71 is allowed per Commercial development which has direct access off of Highway 71 or 50,000 or more square feet GFA.
(A) Maximum Sign Height: 14 feet. The height of the sign is measured from the average grade of the edge of the pavement of Highway 71 in front of the sign or the average of the finished grade at the base of the sign, whichever is higher.
(BJ Maximum Surface Area of a Sign: 54 square feet.
(C) Maximum Horizontal Dimension: 18 feet.

The City is amendable to modifying the signage standards of Exhibit G to permit lots with frontage on Highway 71 and either Sweetwater Village Drive or Cross Peak Drive to have two monument signs, one on each frontage. This is similar to the HEB (Hwy 71 & Bee Cave Road) and CVS (Hwy 71 and Bee Cave Pkwy) having monument signage on both of their roadway frontages.

Amendment of the DA is required in order to allow this change. Section 2.02 C. (iii) of the DA provides some limited ability to amend Ex. F without City Council approval, however this allowance does not extended to sign standards located in Ex. G. In lieu of amending Exhibit G, the applicant has elected to amend Section 2.02 by adding the following statement sentence as the final paragraph of that section:

> Notwithstanding anything to the contrary in this Agreement or Exhibit “G”, lots within the Eastland Tract that have dual frontage on Highway 71 and either Sweetwater Village Drive or Cross Peak Drive are permitted two monument signs, one on each frontage, that otherwise comply with the signage guidelines contained in Exhibit “G".

3. FINANCIAL/BUDGET

Amount Requested	Fund/Account No.
Cert. Obligation	GO Funds

Other source	Grant title
Addtl tracking info	

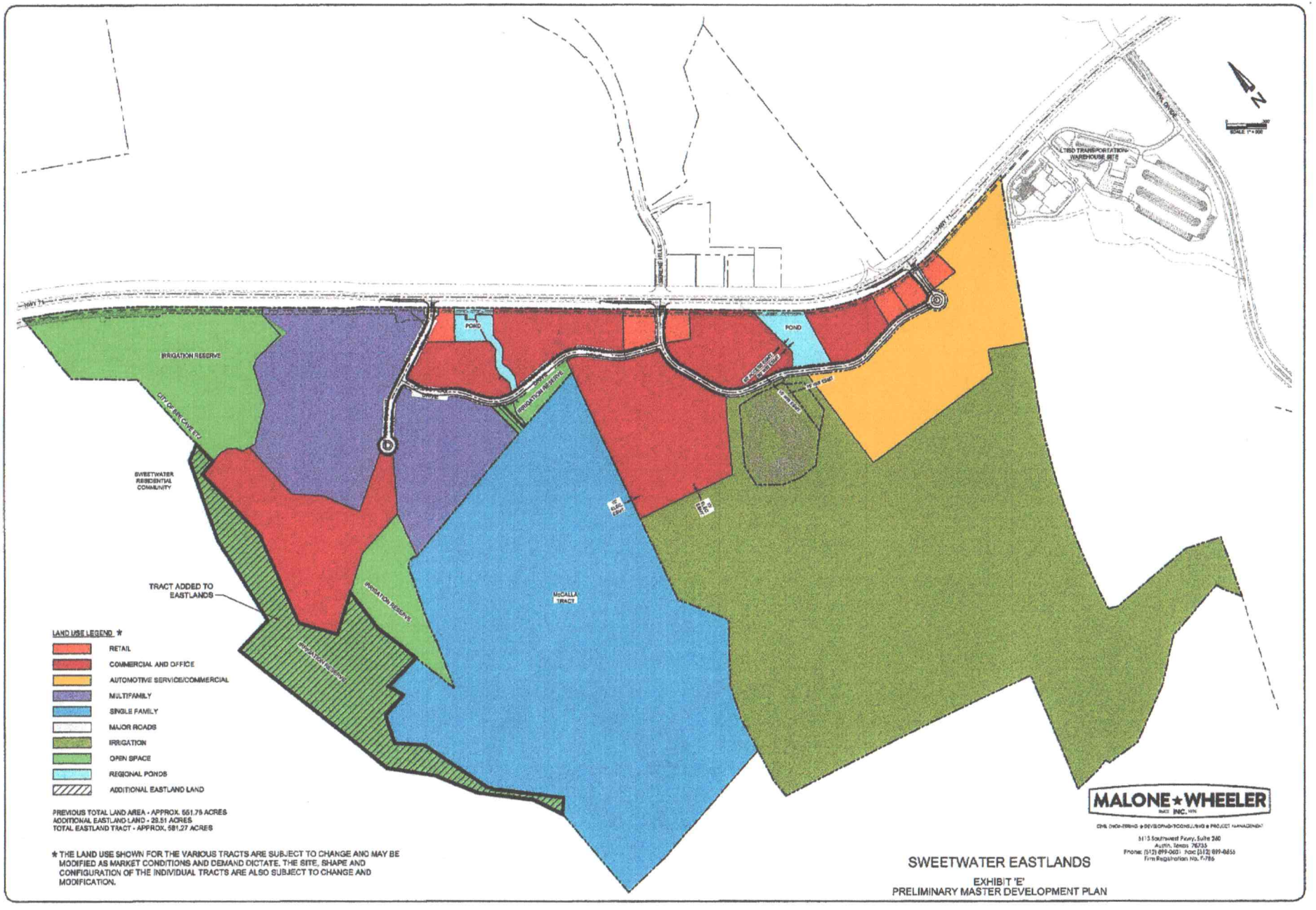
4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Staff supports the requested amendment to the Sweetwater DA.

ATTACHMENTS:

	Description	Type
🗋	Current Lands Subject to Sweetwater DA	Exhibit
🗋	Sweetwater DA Exhibit G- Sign Regulations	Exhibit
🗋	DRAFT Second Amendment to the Sweetwater Development Agreement	Exhibit


IRRIGATION RESERVE
CITY OF BEE CAVE ETJ
SWEETWATER RESIDENTIAL COMMUNITY
TRACT ADDED TO EASTLANDS
IRRIGATION RESERVE
IRRIGATION RESERVE
McCALLA TRACT
POND
POND
IRRIGATION RESERVE
LTISD TRANSPORTATION WAREHOUSE SITE
HWY 71
LAND USE LEGEND *
RETAIL
COMMERCIAL AND OFFICE
AUTOMOTIVE SERVICE/COMMERCIAL
MULTIFAMILY
SINGLE FAMILY
MAJOR ROADS
IRRIGATION
OPEN SPACE
REGIONAL PONDS
ADDITIONAL EASTLAND LAND
PREVIOUS TOTAL LAND AREA - APPROX. 551.76 ACRES
ADDITIONAL EASTLAND LAND - 29.51 ACRES
TOTAL EASTLAND TRACT - APPROX. 581.27 ACRES
* THE LAND USE SHOWN FOR THE VARIOUS TRACTS ARE SUBJECT TO CHANGE AND MAY BE MODIFIED AS MARKET CONDITIONS AND DEMAND DICTATE. THE SITE, SHAPE AND CONFIGURATION OF THE INDIVIDUAL TRACTS ARE ALSO SUBJECT TO CHANGE AND MODIFICATION.
MALONE★WHEELER
INC.
5115 Southwest Pkwy, Suite 240
Austin, Texas 78735
Phone: (512) 899-0601 Fax: (512) 899-0655
Firm Registration No. F-786
SWEETWATER EASTLANDS
EXHIBIT 'E'
PRELIMINARY MASTER DEVELOPMENT PLAN

SWEETWATER EAST
MASTER DEVELOPMENT STANDARDS

PREPARED FOR:

WHEELOCK
STREET CAPITAL

PREPARED BY:

2121 E. Sixth Street, Ste 203
Austin, Texas 78702
P 512.900.7888
F 303.892.1186
www.norris-design.com

NORRIS DESIGN

EXHIBIT "G"

SIGNAGE AND MONUMENTS

Project signage helps to establish a coordinated graphic system that provides for visitor orientation, business identification, and information communication in a distinct and aesthetically pleasing manner. In order to create an environment that encourages innovation and creativity, Sweetwater East will follow the City of Bee Cave signage regulations with the following exceptions. Signage is subject to review and approval by the Design Review Committee. Variances and waivers from these regulations may be permitted at the discretion of the DRC.

Sec. 28.01.003 Prohibited Signs

The following signs, prohibited by Bee Cave sign regulations, will be allowed within the Sweetwater East development under the following guidelines.

(3) Exposed Neon Tubing – Neon tubing signs may be used where they lend themselves to building a business's character and enhancing the pedestrian atmosphere. They are allowed as building mounted signs in commercial retail centers per DRC review and approval only. These signs shall follow the size regulations as set for all building mounted signage.





(13) Window Signs – Window signs are allowed, with DRC approval, where they are used to provide visual interest at the pedestrian level and are incorporated as part of the architectural façade or decorative street front of the business. Window signs should not cover more than 20% of the window surface area.





(16) Murals – Murals are allowed, with DRC approval, where they are used to provide visual interest at the pedestrian level and are incorporated as part of the architectural façade or decorative street front of the business.



Article 28.02 Administrative Procedure

DRC review and approval of signage is required prior to approval by the City of Bee Cave. Signage reviews by the DRC and City may occur concurrently, but the City may not give their approval until the DRC has confirmed their approval. Concurrent reviews are made at the Applicant's own risk. If the DRC requests changes, the Applicant must make these changes and, if they have already submitted a package to the City, re-submit the updated plans to the City. The final plans approved by the DRC and the City must demonstrate the same information.

Sec. 28.04.008 Signage Lighting

a. Internally lit signs are allowed only if the light source is not directly visible, such as with halo-lit or reverse channel letters.
b. Exposed neon tube lighting is allowed as described in Sec. 28.01.003 (3), above.



Sec. 28.05.004 & 28.05.005 Monument Signs

Businesses may share a monument, but no more than one monument per entry from a roadway (other than Highway 71) into the project site is allowed, and must be contained within the property boundaries. For pedestrian and vehicular safety, no part of a monument may encroach into the sight visibility area of intersections or right-of-way areas.

(2) Size
  (A) Maximum Surface Area of a Sign: 40 square feet.
  (B) Maximum horizontal dimension of 25 feet.
(3) Height: Maximum of 10 feet. The height of the sign is measured from the average of the finished grade at the base of the sign.

Monumentation along Highway 71

(1) Single Business Use Signs
One monument sign along Highway 71 is allowed for a commercial use which has direct access off of Highway 71 or over 50 feet of lot frontage along Highway 71.
(A) Maximum Sign Height: 10 feet. The height of the sign is measured from the average grade of the edge of the pavement of Highway 71 in front of the sign or the average of the finished grade at the base of the sign, whichever is higher.
(B) Maximum Surface Area of a Sign: 40 square feet.
(C) Maximum Horizontal Dimension: 25 feet.

(2) Multi-Tenant Signs
One multi-tenant sign along Highway 71 is allowed per Commercial development which has direct access off of Highway 71 or 50,000 or more square feet GFA.
(A) Maximum Sign Height: 14 feet. The height of the sign is measured from the average grade of the edge of the pavement of Highway 71 in front of the sign or the average of the finished grade at the base of the sign, whichever is higher.
(B) Maximum Surface Area of a Sign: 54 square feet.
(C) Maximum Horizontal Dimension: 18 feet.

Sec. 28.05.007 Window Signs

Window signs are allowed where they are used to provide visual interest at the pedestrian level and are incorporated as part of the architectural façade or decorative street front of the business.

a. Window signs should not cover more than 20% of the window surface area.

Sec. 28.05.008 Informational Signs

Informational signs such as project branding banners and flags (including those incorporated into pole lights); project directories, directional signage, and informational kiosks may be located within the development as approved by the DRC.

Sec. 28.05.013 Temporary Signs

Temporary signs such as banners and flags are permitted and may be located with pedestrian pole lights, incorporated into the streetscape, or within pedestrian spaces.

(A) Signs that span across traffic lanes, such as holiday décor or informational banners for community events, are only allowed in special locations, to create pedestrian scale, as determined by the DRC.
(B) The length of time that these signs are allowed to be implemented is to be decided by the DRC and is dependent upon the use and type of sign.





Sec. 28.05.015 Temporary Project Development Signs

There currently exists temporary project signs on the Sweetwater East site, that are approximately 12 feet in width and 16 feet in height. The size, location, materials, etc. of these existing signs is allowed to remain throughout the development and construction of the community. These signs may be refaced or surfaced as needed without approval by the DRC or City, including changes in the information displayed. These signs will be registered with the City per Article 28.03.

Sec. 28.05.016 Entry Monumentation

Entry monumentation consists of primary project identification at community entry points from Highway 71 and into the residential neighborhoods from the internal roadways. It should set the tone for the project or neighborhood and create a gateway into the development. Signs must be contained within the property boundaries. For pedestrian and vehicular safety, no part of a monument may encroach into the sight visibility area of intersections or right-of-way areas, unless in a landscaped median.

(A) Size

a. Maximum Surface Area of a Sign: 64 square feet.
b. Maximum horizontal dimension of 25 feet.

(B) Height: Maximum of 10 feet. The height of the sign is measured from the average grade of the edge of the pavement of Highway 71 in front of the sign or the average of the finished grade at the base of the sign, whichever is higher.

(C) Two signs are allowed at each major roadway entrance into the overall Sweetwater East development, or into residential neighborhoods, and do not include drives into individual commercial parcels (see Sec. 28.05.004 & 28.05.005 Monument Signs, above).

(D) One sign may be split up between two separate elements to be placed on either side of a major roadway entrance; as long as it creates a cohesive gateway design and the sum of the elements' dimensions do not exceed the maximum dimensions listed above. For example, two signs totaling the full-dimensions in size, may be placed on either side of a roadway, or there may be one sign utilizing the full-dimensions placed in a median, or on one side of the Sweetwater East entry road.

(E) Other elements such as columns, decorative walls and retaining walls, etc. which enhance the identification of the entry but do not display any information, are excluded from these requirements, even if they are in some way attached to the signage, as long as the sign does not appear structurally dependent on these elements.

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This Second Amendment to Development Agreement (this "**Amendment**") is effective as of _____, 2021 (the "**Effective Date**"), and entered into by and among the CITY OF BEE CAVE, TEXAS, a home-rule municipality located in Travis County, Texas (the "**City**"), WS-COS DEVELOPMENT, LLC, a Delaware limited liability company ("**WS-COS Development**"), WS-COS INVESTMENTS, LLC, a Delaware limited liability company ("WS-COS Investments," collectively with WS-COSE Development, "**Wheelock**"), and LAZY NINE MUNICIPAL UTILITY DISTRICT NO. 1A, a political subdivision of the State of Texas (the "**District**"). The City, Wheelock, and the District are referred to individually as a "Party" or collectively as the "Parties."

RECITALS:

A. The Parties and Matthews-Barnes Brothers Investment, a Texas limited partnership ("**Covert**"), entered into that certain Development Agreement (the "**Initial Agreement**") effective December 8, 2015, relating to a 403-acre tract of land as more particularly described therein and defined therein as the "Eastland Tract."

B. The Parties, Covert, and Stewart Title of Austin, LLC, a Texas limited liability company, fka Gracy Title Company, a Texas corporation (the "**Title Company**"), subsequently entered into that certain Amendment to Development Agreement and Escrow Agreement (the "**First Amendment**," together with the Initial Agreement, the "**Development Agreement**") effective August 12, 2016, amending certain terms of the Development Agreement and that certain Escrow Agreement among the City, WS-COS Development, Covert, and the Title Company effective December 8, 2015.

C. The Parties desire to further amend the Development Agreement to clarify certain dual frontage signage requirements, as such requirements relate to development activity on the Eastland Tract.

NOW, THEREFORE, IN CONSIDERATION OF the premises, the mutual covenants and agreements of the Parties as set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledges, the Parties agree as follows:

1. The Development Agreement is hereby amended to add the following sentence as the final paragraph in Section 2.02.B.:

> Notwithstanding anything to the contrary in this Agreement or **Exhibit "G"**, lots within the Eastland Tract that have dual frontage on Highway 71 and either Sweetwater Village Drive or Cross Peak Drive are permitted two monument signs, one on each frontage, that otherwise comply with the signage guidelines contained in **Exhibit "G"**.

2. Except as expressly amended and modified by this Amendment, the Development Agreement shall continue in full force and effect, and the same is hereby confirmed, ratified, and approved. To the extent of any conflict between the terms of the Development Agreement and this Amendment, this Amendment shall control.

3. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but such counterparts together constitute one and the same instrument. The Parties agree that this Amendment may be transmitted between them by electronic mail. The Parties intend that emailed signatures constitute original signatures and that an emailed copy of this Amendment containing the signatures (original or emailed) of all the undersigned is binding upon the undersigned.

[SIGNATURE PAGES FOLLOW]

EXECUTED in multiple counterparts, each of which shall constitute an original.

CITY:

CITY OF BEE CAVE, TEXAS,
a home-rule municipality

By: _____
Name: Kara King
Title: Mayor

ATTEST:

_____
Kaylynn Holloway
City Secretary

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2021, by Kara King, Mayor of the City of Bee Cave, Texas, a home-rule municipality, on behalf of the City.

_____
Notary Public in and for the State of Texas

EXECUTED in multiple counterparts, each of which shall constitute an original.

WHEELOCK:

WS-COS DEVELOPMENT, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

WS-COS INVESTMENTS, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2021, by _____, _____ of WS-COS Development, LLC, a Delaware limited liability company, on behalf of said limited liability company.

_____
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2021, by _____, _____ of WS-COS Investments, LLC, a Delaware limited liability company, on behalf of said limited liability company.

_____
Notary Public in and for the State of Texas

EXECUTED in multiple counterparts, each of which shall constitute an original.

DISTRICT:

LAZY NINE MUNICIPAL UTILITY DISTRICT NO. 1A, a political subdivision of the State of Texas

By: _____
Name: Lee Combs
Title: President

ATTEST:

By: _____
Name: Jennifer Brown Emerson
Title: Secretary

THE STATE OF TEXAS §
§
COUNTY OF TRAVAIS §

This instrument was acknowledged before me on _____, 2021, by Lee Combs, President of the Board of Directors of Lazy Nine Municipal Utility District No. 1A, a political subdivision of the State of Texas, on behalf of said political subdivision.

_____
Notary Public in and for the State of Texas

City Council Meeting
12/14/2021
Agenda Item Transmittal

Agenda Item:	**10.**
Agenda Title:	**Discuss and consider action on the selection of a Project Manager for the Capital Improvement Projects.**
Council Action:	**Discussion and possible action**
Department:	**City Manager**
Staff Contact:	**Clint Garza**

1. INTRODUCTION/PURPOSE

The purpose of this agenda item is to discuss and consider selecting a project management firm to assist staff with the implementation of the Capital Improvements Plan.

2. DESCRIPTION/JUSTIFICATION

a) Background

Throughout the development of the CIP staff has explored options for assistance from Project Management professionals.

Council previously discussed federal regulations regarding expenditures of bond funds. Staff feels its in the City's best interest to utilize professional services to increase bandwidth and ensure projects are delivered with emphasis on schedule and budget considerations.

b) Issues and Analysis

Proposal is attached.

In order to manage timelines and budget, staff will utilize outside assistance as staff augmentation for all phases of the project. At a minimum, CBRE Heery will provide a part-time Senior Project Manager and a full-time Assistant Project Manager for the entire duration of the project. Other support services will be provided as needed.

3. FINANCIAL/BUDGET

Amount Requested	Fund/Account No.

Cert. Obligation	GO Funds
Other source	Grant title
Addtl tracking info	

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Accept proposal, authorize staff and counsel to finalize contract document and bring back to council for approval.

ATTACHMENTS:

Description	Type
Master Agreement	Backup Material
Proposal2	Backup Material

Supplemental Project Management Services Agreement

THIS SUPPLEMENTAL PROJECT MANAGEMENT SERVICES AGREEMENT (this "Agreement") is made as of August 11, 2021 by and between Reynolds SD #7 ("Client"), and **CBRE HEERY, INC.**, a Delaware corporation ("CBRE"). Client and CBRE are also referred to herein as the "Parties." This Agreement is entered into by the Parties as a result of and authorized under PCA RFQ OD-336-21 conducted by Purchasing Co-Operative America ("PCA") of which Client is a member. This Agreement is intended as the Supplemental Contract between CBRE and Client to further detail the terms and conditions, scope and specifications of the Client's project specified herein. The terms and conditions of this Agreement are intended to except, qualify and/or deviate from the Purchasing Cooperative terms and conditions. In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, Client and CBRE hereby agree as follows:

1. PROJECT MANAGEMENT SERVICES

1.1 The initial term of this Agreement shall commence on the date of this Agreement and expire on **December 31, 2022** ("Term"). The Parties may mutually agree to renew or extend the Term. Any extension to the Term shall be to the extent deemed acceptable by the Client including to complete any authorized Work Order that concludes after the Term expires. Either Party may terminate this Agreement without cause by providing the other Party at least thirty (30) days' prior written notice specifying the effective date of such termination.

1.2 Client hereby appoints CBRE to provide the project management services (the "Services") for designated projects (each, a "Project") as described in work orders ("Work Orders") executed by the Parties from time to time. Work Orders shall be in the form attached hereto as Appendix "A". Each Work Order shall specify the Services, the compensation to be paid to CBRE, and any other terms and conditions relating to each Project. The terms and conditions of this Agreement shall be incorporated into all Work Orders, and shall govern the performance of the Services, in accordance with each Work Order. Should the terms of this Agreement and a Work Order conflict, the terms of this Agreement will control unless specifically modified by such Work Order.

1.3 CBRE will advise Construction Professionals (as hereinafter defined) of the target completion date established by Client in a Work Order. CBRE will use commercially reasonable efforts to complete the Project in accordance with Client's schedule but does not guaranty such schedule. The actual date of completion of a Project and CBRE's Services in connection therewith is referred to as the "Actual Completion Date".

1.4 The Parties acknowledge and agree that the Services, as they relate to the construction and design efforts of contractors, vendors, architects, engineers, consultants, design professionals and other construction personnel engaged by Client to perform work on the Project ("Construction Professionals"), will be limited to overseeing and managing the work of the Construction Professionals. CBRE will review Project documents and require such changes as are necessary so that such documents are in the name of Client, and all warranties run in favor of Client. Client acknowledges that the work product provided by Construction Professionals will be the responsibility of such persons and that CBRE does not warrant or guaranty, and will not be liable with respect to, their performance or work product. CBRE will not be liable for (i) design techniques or procedures or (ii) construction means, methods, techniques, sequences or procedures employed by any third-party including Construction Professionals providing design, construction or other services in connection with the Project. All agreements with Construction Professionals shall be entered into either by Client directly or by CBRE as Client's agent (for this limited purpose, only), for the account and in the name of Client, and payment for such services shall be made by Client. Client acknowledges that Construction Professionals may be part of CBRE's global sourcing program. All fees and other consideration such Construction Professionals pay to be part of the program are not paid to client or subject to audit or reconciliation. In contracts with the Construction Professionals, Client will ensure that CBRE is indemnified

by Construction Professionals and is included as an additional insured under the Construction Professional's liability insurance.

1.5 CBRE shall provide the Services in a good and efficient manner consistent with Client's usage and image, using the standard of care customary for professional providers of like services within the commercial real estate services industry. CBRE shall perform the Services through able, qualified, and trained CBRE employees ("CBRE Employees") and, if applicable, subcontractors. CBRE shall have the exclusive right to hire, direct, discipline, compensate and terminate CBRE Employees, and shall exercise complete and exclusive control over the conduct of CBRE Employees.

2. INSURANCE

2.1 CBRE's Insurance. CBRE shall maintain the following insurance policies, covering the activities of CBRE under this Agreement: (a) commercial general liability of $2,000,000 combined single limit per occurrence and annual aggregate; and (b) umbrella form excess liability insurance in excess of the limits provided by the commercial general liability policy with limits of $3,000,000 per occurrence and annual aggregate. Client will be included as an additional insured under CBRE's commercial general liability policy described above to the extent of loss attributable to CBRE's negligence. CBRE's insurance will not be called upon to respond to or cover Client's negligence or willful misconduct.

2.2 Client's Insurance. Client shall maintain: (a) commercial general liability insurance with per occurrence limits of $5,000,000, which limits may be provided by any combination of primary and following form excess policies, and (b) "all risk" property insurance for each Project on a replacement value basis. CBRE shall be included as an additional insured under Client's commercial general liability policy for actions within the scope of CBRE's authority as set forth in this Agreement. All such insurance shall be primary to CBRE's liability insurance relating to this Agreement except to the extent of loss attributable to CBRE's negligence.

2.3 Mutual Waiver of Subrogation. Client and CBRE each hereby waives, for itself and its affiliates, right of recovery, and agrees that no third party shall have any right of recovery by way of subrogation, assignment or otherwise, against the other Party or its affiliates with regard to losses or claims insured against under this Agreement.

3. INDEMNIFICATION

3.1 Indemnification. Subject to the terms of this Agreement, each Party (as the case may be, the "Indemnifying Party") agrees to indemnify, defend and hold harmless the other Party (the "Indemnified Party") from and against all third party claims, liabilities, judgments, actions, penalties and other expenses (collectively, "Claims") asserted against or incurred by the Indemnified Party for bodily injury, personal injury or property damages to the extent such Claims are attributable to the Indemnifying Party's negligence or willful misconduct or the Indemnifying Party's failure to comply with applicable law.

3.2 Procedure. CBRE and Client shall be liable hereunder only to the extent of their respective indemnity obligations. If both Parties bear fault for a matter, each Party's liability shall be equal to the percentage determined to be due to the fault of such Party as agreed upon by the Parties or as fixed by settlement agreement or final judgment of a court or arbitration panel. Further, if either Party assumes the defense of a matter for which the other Party, but not the defending Party, is at fault (in whole or in part with any third party), the Party at fault shall either pay or reimburse the defending Party fully for all costs and expenses incurred in connection with such defense.

3.3 Limitations on Liability. Notwithstanding any provision herein to the contrary:

(a) Neither Party shall be liable for any lost or prospective profits or any other indirect, consequential, special, incidental, punitive, or other exemplary losses or damages, whether based in

contract, warranty, indemnity, negligence, strict liability or other tort or otherwise, regardless of the foreseeability or the cause thereof.

(b) In no event shall CBRE incur liability under this Agreement or otherwise relating to the Services beyond the amount of fees (excluding any reimbursed amounts) received by CBRE under this Agreement during the prior 12-month period. CBRE shall not be liable for any Claim based upon or resulting from any erroneous or incomplete data provided by Client or any third party or otherwise contained in Client's databases. No representation or recommendation is or will be made by CBRE as to the legal sufficiency, legal effect, or tax or accounting consequences of any Project, transaction or documentation.

4. CONFIDENTIALITY; INTELLECTUAL PROPERTY

4.1 Confidentiality. CBRE and Client agree that any material, information or data relating to the research, development and/or business operations, strategies or ideas of a Party (the "Disclosing Party"), including, without limitation, customer information, business methodologies, plans or forecasts, that provides the Disclosing Party with a competitive advantage, that is not generally known by persons not employed by the Disclosing Party and that could not easily be determined or learned by someone outside its organization ("Confidential Information") and disclosed to the other Party (the "Receiving Party") may not be disclosed by the Receiving Party unless otherwise permitted by this Agreement. Confidential Information shall not include information (a) in the public domain, (b) disclosed with the written permission of the Disclosing Party, (c) known to the Receiving Party from a source other than the Disclosing Party without a breach hereof by the Receiving Party, or (d) independently developed by the Receiving Party without information received from the Disclosing Party. In addition, the Parties may disclose Confidential Information (i) to employees who have a need to know in connection with this Agreement, (ii) in any action to enforce the provisions of this Agreement, (iii) as required by applicable law or legal process, or (iv) to accountants, attorneys, advisors and insurers who agree to or are otherwise required to maintain the information in confidence.

4.2 Intellectual Property. CBRE shall not receive any right, claim, title or interest in or to any proprietary products or intellectual property of Client. Notwithstanding any provision hereof to the contrary, all methodologies, systems, procedures, management tools, software, ideas, inventions, know-how and other intellectual capital that CBRE has developed, created or acquired prior to performing Services under this Agreement, or develops, creates or acquires during the Term or thereafter ("CBRE's Intellectual Capital") are and shall remain the sole and exclusive proprietary property of CBRE, and Client shall not have any right, claim, title or interest in or to any of CBRE's Intellectual Capital. Client shall receive no ownership of or right to any of CBRE's working papers or manuals. Performance of the Services by CBRE shall not be deemed to be a prohibition of, or interfere in any manner with CBRE's provision of similar services to third parties, provided that CBRE in so doing does not use or disclose any Confidential Information of Client.

5. CLIENT COVENANTS

Client shall furnish all information and cooperation reasonably required by CBRE in order to deliver the Services required hereunder. Client shall render all required approvals and decisions with reasonable promptness for the orderly performance of the Services. Client agrees that CBRE shall bear no liability to the extent arising out of Client's failure to comply with its obligations under this Agreement. Further, CBRE shall have no liability to the extent a Claim arises because CBRE acted or failed to act because of adherence to Client's policies, rules, regulations, agreements and/or instructions. All Client policies and instructions with which CBRE must comply shall be consistent with this Agreement and provided to CBRE in advance in writing.

6. HAZARDOUS MATERIALS; PRE-EXISTING CONDITIONS

6.1 Hazardous Materials. Client acknowledges that CBRE is not an environmental expert or consultant in the field of Hazardous Materials (as hereinafter defined). With respect to any Hazardous Materials that may be present below, on, about or otherwise affecting a Project or any property of Client,

CBRE shall not be responsible for detecting, handling, removing, remediating or disposing of such Hazardous Materials, except to the extent of any Hazardous Materials brought onto the property by CBRE ("CBRE Hazardous Materials"). CBRE shall not use Hazardous Materials except in the ordinary course of providing the Services and in compliance with applicable laws. "Hazardous Materials" shall mean any hazardous material or substance which is or becomes defined as a "hazardous waste," "hazardous substance," "hazardous material," pollutant, or contaminant under any applicable law.

6.2 Other Pre-Existing Conditions and Defects. CBRE shall not be responsible for detecting or remediating (i) any pre-existing conditions at a Project site or other property of Client or (ii) any structural or latent defects or other defects in design or construction of a facility or manufacturing defects in equipment at a property, whether pre-existing or arising during the Term. Client shall indemnify, defend and hold CBRE harmless from and against all Claims asserted against or incurred by CBRE to the extent arising out of any Hazardous Materials (other than CBRE Hazardous Materials), pre-existing conditions, defects or any condition or circumstance arising initially prior to the date of this Agreement (regardless of whether such condition or circumstance continues).

7. NOTICES

All notices, waivers, approvals, consents, demands, other communications required or permitted under this Agreement shall be in writing and deemed properly given, served and received (a) if delivered by messenger, when personally delivered, (b) if mailed, on the second business day after deposit in the U.S. mail, certified or registered, postage prepaid, return receipt requested, or (c) if delivered by reputable overnight express courier, freight prepaid, the next business day after delivery to such courier; in each case addressed to the Party to be notified as follows: if to CBRE, then to CBRE, Inc., Two Centerpointe Drive, Suite 250, Lake Oswego, Oregon 97035, Attn: Scott Perala, with a required copy sent to: CBRE, Inc., 2100 McKinney Avenue, Suite 900, Dallas, Texas 75201, Attn: General Counsel – Global Advisory and Global Workplace Solutions; and if to Client, to Reynolds School District #7, 1204 NW 201st St., Fairview, Oregon 97024, Attn: Jelena Doney; or to such other address as any Party may notify the other Party.

8. MISCELLANEOUS

8.1 Entire Agreement; Amendment; Counterparts. This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter hereof. This Agreement may not be amended or modified, nor may any term be waived, except in a writing signed by both Parties. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

8.2 Assignment; Successors and Assigns. Neither Party shall assign this Agreement (other than an assignment to an affiliate or by operation of law) without the prior written consent of the other Party. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

8.3 Waiver. No consent or waiver by a Party to or of any breach or default, shall be deemed or construed to be a consent or waiver to or of any other breach or default under this Agreement. Failure of a Party to complain or declare the other Party in default, irrespective of how long such default continued, shall not constitute a waiver by such Party of rights and remedies hereunder.

8.4 Force Majeure. No delay or failure in performance by a Party shall constitute a default hereunder to the extent caused by Force Majeure. Unless the Force Majeure substantially frustrates performance of the Services, Force Majeure shall not operate to excuse, but only to delay, performance of the Services. If Services are delayed by reason of Force Majeure, CBRE promptly shall notify Client. Once the Force Majeure event ceases, CBRE shall resume performance of the Services as soon as possible. "Force Majeure" means any event beyond the control of the Party claiming inability to perform its obligations and which such Party is unable to prevent by the exercise of reasonable diligence, including, without limitation,

the combined action of workers, fire, acts of terrorism, catastrophes, changes in laws, condemnation of property, governmental actions or delays, national emergency, epidemic, war, civil disturbance, floods, unusually severe weather conditions or other acts of God. Inability to pay or financial hardship shall not constitute Force Majeure regardless of the cause thereof and whether the reason is outside a Party's control.

8.5 Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect including, but not limited to, Sections 3, 4, and 8.5.

8.6 Governing Law; Jury Waiver. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to conflicts of law principles. **EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS CHOICE, KNOWINGLY AND VOLUNTARILY, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION IN ANY WAY RELATED TO, THIS AGREEMENT.**

8.7 **Protection of CBRE resources:** Client agrees that without CBRE's prior written consent, Client shall not directly or indirectly (including, without limitation, assisting any third party service provider to) solicit for employment, employ, hire, or permit the employment of, any CBRE employees in a supervisory position with respect to a material portion of the Services within the earlier of twelve (12) months after such employee terminates employment with CBRE or twelve (12) months after expiration or termination of this Agreement. Notwithstanding the foregoing, the hiring of an individual based on such individual responding to a general advertisement or unsolicited contact initiated by such individual shall not be prohibited under this paragraph.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first above written.

[CLIENT]

By:_____
Name: Christopher Ortiz
Title: Assistant Superintendent of Student & Family Services and District Operations

RSD Legal Approved: 8/30/2021

CBRE HEERY, INC.

By:_____
Name:
Title:

APPENDIX "A"

WORK ORDER TEMPLATE

Work Order #[___]
To
Project Management Services Agreement

Work Order Effective Date: [Insert Date]

This Work Order #[___] is attached to and forms part of the Project Management Services Agreement, dated as of , 201 , by and between ("Client") and CBRE, Inc. ("CBRE") (as it may be amended, the "Agreement"). Capitalized terms used in this Work Order without definition that are defined in the Agreement shall have the meanings set forth therein.

This Work Order shall be governed by and construed in accordance with the laws described in the Agreement unless amended for this Work Order below.

☐ This Work Order shall be governed by and construed in accordance with the laws of the State of without regard to conflicts of laws principles.

1. Project Description. For purposes of this Work Order, the Project shall be as described below, which shall be the Project for purposes of this Work Order:

2. Target Completion Date and Schedule. The target completion date for the Project is , and the Schedule is as described below:

3. Specific Duties. In providing the Services, CBRE shall have the duties as defined in Exhibit 1 – Scope of Services attached hereto with respect to the Project.

4. Project Management Services Fees. As compensation for the performance of the Services in connection with the Project, Client shall make the reimbursements provided for in Section 7 below and shall pay to CBRE a fee as set forth in Exhibit 2 – Compensation for Services attached hereto. The project management fee shall be equitably adjusted if the Services extend beyond the scheduled completion date of the Project, or if the originally contemplated scope of Services is materially increased.

5. Variable Services and Fees. Client and CBRE may agree that CBRE will provide additional variable services and resources and will compensate CBRE based on actual hours spent by CBRE personnel on such services utilizing the hourly rate schedule below:

Title	Rate per Hour
Managing Director	$
Senior Director	$
Director	$
Senior Project Manager	$
Project Manager	$
Associate Project Manager	$
Senior Project Coordinator	$
Project Coordinator	$

6. Sales and Use Taxes. Client will pay any sales, use, gross receipts, value-added or other consumption-based taxes with respect to any goods and services provided to Client by CBRE or any subcontractor or any goods or services procured by CBRE as Client's agent or for the benefit of Client. Client shall retain the right to contest any such taxes assessed against Client.

7. Reimbursable Items. Client shall reimburse CBRE for all costs, expenses and charges of CBRE in connection with the Services, as approved by Client individually or as included in an approved reimbursable budget, and will include the following expenses: reproduction of drawings; messenger service; conference calling service charges; overnight delivery; local travel (mileage) to the Project jobsite, consultant offices or other Project related travel, long distance travel, lodging and meals when pre-approved by Client; subcontractor fees and expenses without mark-up; parking; sales and use taxes and, if applicable, value added taxes paid on behalf of Client; freight and shipping costs paid on behalf of Client; and any specific non-recurring charges directly attributable to the Project and approved by Client.

8. Timing. All sums due to CBRE from Client under this Work Order shall be paid within thirty (30) days following receipt of an invoice from CBRE. Client's obligation to pay or reimburse CBRE as provided in this Work Order shall survive the expiration or termination hereof. All payments to CBRE hereunder shall be made in the amounts then due and without set-off. If CBRE is responsible for payment of Construction Professionals on Client's behalf, CBRE shall not be liable for making payments late or failing to make payments to Construction Professionals (i) if so directed by Client, (ii) if Client fails to provide sufficient funds to pay Construction Professionals, or (iii) if Client is in default of its payment obligations under this Agreement, and Client shall indemnify, defend and hold harmless CBRE against any and all Claims that CBRE may incur as a result thereof.

IN WITNESS WHEREOF, the Parties have executed this Work Order effective as of the date first above written.

[CLIENT]

By: DO NOT SIGN – TEMPLATE ONLY
Name:
Title:

CBRE HEERY, INC.

By: DO NOT SIGN – TEMPLATE ONLY
Name:
Title:

EXHIBIT 1

SCOPE OF SERVICES – DRAFT – TO BE ESTABLISHED BY TASK ORDER

1. Specific Duties. In providing the Services, CBRE shall have the following duties with respect to the Project:

1.1 Pre-lease / Planning Stage

(a) Site Tours or Site Visit to provide feedback on potential project impacts.
(b) Coordinate test fits and approvals.
(c) Assist on lease and work letter terms.
(d) Assist Client in the development of clear Project goals for time, cost and scope of the achievement of the Project. In conjunction with Client, develop realistic milestones and a budget for total Project costs including construction, equipment, furniture and design fees.
(e) Recommend professional firms for selection by Client, including consultants, architects, designers and engineers (referred to herein as "Design Team"). Prepare RFP documentation, qualify the professional firms, and conduct interviews, evaluations and recommendations for selection of Design Team. A selection matrix summarizing the proposals will be assembled to identify pricing, alternatives, and other criteria for selecting the successful bidder. A formal recommendation to award a bid will be submitted to Client for approval, which recommendation will be based upon pricing, experience on similar projects, personnel assigned to the Project, level of trust, and overall ability to perform the Project. Negotiate agreement(s) with Design Team entities within predefined parameters.

1.2 Planning Stage

(a) Direct and coordinate applicable Design Team, authorities, and service organizations related to the Project. Arrange and chair regular coordinating meeting.
(b) Direct and coordinate the Design Team throughout the Project in the preparation of the Project program and the design from schematic through working drawing stages. Review the design schematic periodically and give direction as required to coordinate and achieve the Project goals.
(c) Develop Project time schedules for the design stage and coordinate the activities of the Client business unit representative, Project manager and design team.
(d) Recommend the purchase and procurement of long lead time items to arrange for delivery of strategic materials in conformance with the Project schedule.
(e) Provide a summary construction schedule for inclusion with the bid documents.
(f) Receive and analyze Construction Professional proposals, make award recommendation including conducting pre-award conferences and negotiate and prepare construction contracts per Client's direction.
(g) Coordinate landlord notices and approvals.
(h) Validate scope, budget and schedule.
(i) Obtain client approvals on changes to Project parameters.
(j) Confirm capital appropriation.

1.3 Construction Procurement Stage

(a) Prepare "front end" documents including General and Special Conditions, contract formats, temporary specifications, guidelines for affirmative action programs, site specific safety plans, and special contractor supplements.

(b) Provide a construction time schedule for inclusion in the bid documents and develop for Client a cost value for each activity, based upon the schedule, for use in preparing a forecast.
(c) Recommend professional firms for selection by Client, including contractor and key sub-contractors (referred to herein as "Construction Team"). Prepare RFP documentation, qualify the professional firms, and conduct interviews, evaluations and recommendations for selection of Construction Team. A selection matrix summarizing the bids will be assembled to identify pricing, alternatives, and other criteria for selecting the successful bidder. A formal recommendation to award a bid will be submitted to Client for approval, which recommendation will be based upon pricing, experience on similar projects, personnel assigned to the Project, level of trust, and overall ability to perform the Project. Negotiate agreement(s) with Construction Team entities within predefined parameters. Implement value engineering for all aspects of design and construction with selected Construction Team prior to contract award.
(d) Upon receipt of Client's approval, award such work.

1.4 General Management and Coordination

(a) Review the work performed by the Construction Team, in conjunction with the Design Team, through to completion and require that the materials furnished and the work performed are in accordance with the drawings, specifications and contract documents.
(b) Coordinate with the Construction Team the implementation of construction information systems, Project time control schedules and resources analysis as they relate to materials, manpower and costs.
(c) Provide construction review status updates and other reports for each Project on a monthly basis.

1.5 Management of Active Construction

(a) Establish with the Construction Team on-site organization and lines of authority in order to carry out Client's overall plans in all phases of the Project on a coordinated and efficient basis.
(b) As applicable, require Construction Team to maintain an on-site record-keeping system which will be sufficient in detail to satisfy an audit by Client. Such records shall include, but shall not necessarily be limited to, daily logs, progress schedules, manpower breakdowns (daily by trade), financial reports, quantities, material list, shop drawings, and the like.
(c) Coordinate the obtaining of all legally required permits, licenses, and certificates. Coordinate through the applicable Construction Team aspects of the work with local municipal authorities, governmental agencies, and utility companies who may be involved in the Project.
(d) Coordinate through the Construction Team the work of all subcontractors until final completion and acceptance of the Project by Client. In the event that the interpretation of the meaning and intent of the contract documents becomes necessary during construction, ascertain the architect's and Client's interpretation, make recommendations as appropriate, and transmit such information on the appropriate subcontractor(s).
(e) Attend job meetings when necessary, attended by the Design Team and Construction Team and Client's representative to discuss procedures, progress, problems, scheduling and open items.
(f) Coordinate through the Construction Team testing provided by others as required by the technical sections of the specifications, and as required by the building code.

(g) Coordinate the review with the Design Team, for compliance with the contract documents, of shop drawings, materials and other items submitted by the Construction Team.
(h) Review and recommend approval, in accordance with Client's procedures, all applications for payments submitted through vendor(s) in accordance with established procedures.
(i) Receive and review change order requests from Design Team, Construction Team or from Client. Review unit prices, time and material charges and similar items. Monitor and advise upon request for changes required by field conditions and progress of the work, and obtain approval from Client and the architect.
(j) Review Construction Team scheduling system to expedite materials and equipment deliveries through the course of construction.

1.6 Move Coordination

(a) Review Client's established move criteria.
(b) Based upon the Client's move criteria, recommend professional move management consulting firms and coordinate engagement process.
(c) Conduct move vendor RFP and negotiate contract.
(d) Coordinate physical move vendor and furniture/equipment installation activities with the Construction Team, for installation and building access.
(e) Assist Client in conducting a thorough damage assessment review with move vendors, fixturing supplier and the Construction Team.
(f) Close-out move vendor and furniture / equipment installation contracts.

1.7 Post Construction

(a) At the appropriate time, coordinate the preparation of punch lists indicating the items of work remaining to be accomplished, and require that these items are completed in an expeditious manner.
(b) Assemble all guarantees, warranties, etc., as required by the contract documents and forward them to Client.
(c) Receive from the Construction Team, check and forward to Client all releases of claims required prior to issuance of final certificate of completion and final payment to the Construction Team.
(d) Expedite Construction Team preparation of "as-built" drawings of the entire Project in accordance with the terms of the specifications.
(e) After completion of Project, CBRE's project manager will monitor the expeditious follow-up and correction of all punch list items.

2. Additional Services. In conjunction with the Services, CBRE shall provide such other services as are reasonably requested by Client, subject to the Parties' mutual agreement as to the scope of, and pricing for, such other services.

EXHIBIT 2

COMPENSATION FOR SERVICES

STIPULATED SUM FEE BASIS

1. Project Management Services Fees. As compensation for the performance of Services as defined in this Work Order, Client shall make the reimbursements provided for below and shall pay to CBRE a stipulated sum equal to $.

2. Progress Payments. CBRE will invoice Client on a monthly basis, in a format that is agreeable to Client, based on progress of the Services towards the Target Completion Date and Schedule defined in this Work Order. The CBRE Project Management Compensation Schedule sets forth the distribution of the fees.

CBRE Project Management Compensation Schedule				
Month #	Month/Yr	Monthly Allocation	Cumulative Amt	% of Total
1		$ -	$ -	#DIV/0!
2		$ -	$ -	#DIV/0!
3		$ -	$ -	#DIV/0!
4		$ -	$ -	#DIV/0!
5		$ -	$ -	#DIV/0!
6		$ -	$ -	#DIV/0!
7		$ -	$ -	#DIV/0!
8		$ -	$ -	#DIV/0!
9		$ -	$ -	#DIV/0!
10		$ -	$ -	#DIV/0!
11		$ -	$ -	#DIV/0!
12		$ -	$ -	#DIV/0!
Total		$ -	$ -	#DIV/0!

EXHIBIT 2

COMPENSATION FOR SERVICES

HOURLY RATE FEE BASIS

1. Project Management Services Fees. As compensation for the performance of Services as defined in this Work Order, Client shall make the reimbursements provided for below and shall pay to CBRE a fee based on an hourly basis for the whole hours expended on the Project assignment.

2. Hourly Rate Schedule. Client will compensate CBRE based on actual hours spent by CBRE personnel on such Services utilizing the hourly rate schedule below:

Title	Rate per Hour
Managing Director	US$
Senior Director	US$
Director	US$
Senior Project Manager	US$
Project Manager	US$
Associate Project Manager	US$
Senior Project Coordinator	US$
Project Coordinator	US$

3. Progress Payments. CBRE will invoice Client on a monthly basis, in a format that is agreeable to Client, based on progress of the Services per the actual hours for all CBRE personnel working on this Project. CBRE will track specific hours expended per month as well as total hours and cost based on those hours multiplied by the applicable hourly rate.

TAB 3 - CONTRACT TERMS AND CONDITIONS
CONTRACT BETWEEN

CITY OF O'DONNELL, TEXAS **("**PCA AWARDING AGENCY"**)**

AND

CBRE Heery, Inc.

(VENDOR's full name including aka or dba if applicable)

FOR

CONSTRUCTION MANAGEMENT/CONSTRUCTION PROGRAMS

This Contract is entered into between the PCA Awarding Agency and Vendor, having submitted a response to RFP # OD-336-21 issued by Purchasing Cooperative of America ("PCA") ("Cooperative") and whose response has been accepted and awarded by the PCA Awarding Agency. Any exceptions to the Terms and Condition must be noted on the Compliance and Exceptions Form or on pages attached to the Form. Responses that are qualified with conditional clauses, items not called for, or other irregularities may be considered non-responsive by PCA and eliminated from further consideration.

In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Awarding Agency and Vendor, intending to be legally bound and subject to the terms, conditions, and provisions of this Contract, agree as follows:

Entire Agreement

The term "Contract," as used in this document, means the comprehensive collection of:

- Contract Terms and Conditions, the solicitation and all attachments and addendums thereto;
- Specifications included in the solicitation;
- Completed and signed forms;
- Respondent's entire response to the solicitation;
- Respondent's Notice of Award document;
- Any negotiated items in writing that become amendments and/or addendums to the contract; and
- Additional terms, conditions, or instructions contained in each individual Purchase Order issued by any Member(s) of the Cooperative.

Collectively, these documents represent the entire agreement between the contracting parties.

The Contract, the solicitation, Vendor's response to the solicitation, the attached and incorporated attachments, addendum, and/or exhibits, if any, and the Supplemental Contract, if any, contain the entire agreement of the parties relative to the purpose(s) of the Contract and supersede any other representations, agreements, arrangements, negotiations, or understandings, oral or written, between the parties to this Contract. In the event of a conflict between this Contract and the solicitation or Vendor's response to the solicitation, this Contract shall control. This Contract supersedes any conflicting terms and conditions on any Purchase Order, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Vendor after the Effective Date of this Contract.

In addition to this Contract, a Supplemental Contract (agreement) between Vendor and the PCA Member may be established to further detail the terms and conditions and scope and specifications of the PCA

Member's specific project. In the event of a conflict between this Contract and the Supplemental Contract, as to the Awarding Agency/PCA, this Contract shall prevail. In the event of a conflict between this Contract and the Supplemental Contract, as to the PCA Member, the Supplemental Contract shall prevail unless the Supplemental Contract states otherwise. This supplemental contract may be added to the PCA Member's purchase order.

Exceptions from Item Specification or Contract Terms and Conditions

Any and all limitations, exceptions, qualifications, special conditions, or deviations from the Contract Terms and Conditions or any of the item specifications must be clearly noted in detail by the respondent at the time of submission of the response. The absence of such limitations, exceptions, qualifications, special conditions, or deviations being submitted in writing with the respondent's submittal will hold the respondent accountable to the Cooperative and its Members to perform in strict accordance with all the Contract Terms and Conditions and all the item specifications as written. The respondent should be aware that the submission of any such limitations, exceptions, qualifications, special conditions, or deviations with their response may place the respondent at a competitive disadvantage or otherwise prevent the Cooperative from considering the response.

If applicable, any deviation from any of the specifications, including the delivery of any product other than the specific brand and model of the product awarded, will be grounds for rejection of the product(s) when delivered, and will expose the Vendor to the remedies identified in the section of Contract Terms and Conditions entitled "Remedies for Non-Performance of Contract and Termination of Contract" and may jeopardize future business from Awarding Agency and Purchasing Cooperative of America and PCA Members.

Section Titles

The section titles in the Contract Terms and Conditions are for convenience and reference only, and in no way define, describe, extend, or limit the scope or intent of the provisions of any section of this document. Unless otherwise stated, any listing of factors or criteria in this document does not constitute an order of preference or importance.

Use of Contract by PCA Members; Addition of New Members

Vendor agrees and understands that this solicitation and Contract may be used to accomplish work for both current and future PCA Members. *TEX. GOV'T. CODE §2269.407.* It is the responsibility of Vendor to bring new Members wishing to utilize their products and services into the Cooperative.

Multiple Contract Awards;

In accordance with *TEX. GOV'T. CODE §2269.406*, PCA/Awarding Agency reserves the right to award multiple contracts under the solicitation, including multiple contracts for each product/service category. Product/Service categories are established at the sole discretion of PCA. Because PCA is a national cooperative, it may be in PCA Members' best interests to offer multiple contract awards. PCA reserves the right to award multiple contracts for the following reasons: 1) Geographic location of offices/services; 2) Different offerings, such as product lines; 3) 'Value Add' offerings; 4) Vendor qualifications/market presence; 5) Small businesses and large companies offering quality products/services; and 6) Other reasons Vendors provide value to PCA membership.

Non-Exclusivity

Nothing in this Contract may be construed to imply that Vendor has the exclusive right to provide products and/or services to PCA Members. During the Term of this Contract, PCA Members reserve the right to use all available resources to procure other products and/or services as needed and doing so will not violate any rights of Vendor.

Vendor Protest/Appeal Procedure

PCA has a written Vendor Protest/Appeal Procedure that is published on the PCA website at www.pcamerica.org/faqs . The format protest/appeal must be in writing, present a precise statement of the relevant facts, identify the specific issue(s) to be resolved, and present arguments in support of the protest.

Negotiations

PCA shall determine which responses are in the competitive range and/or are reasonably susceptible of being selected for award. Responses not in the competitive range may not be further evaluated. Responses in the competitive range shall be evaluated on the basis of price and the other evaluation criteria set forth in the solicitation. In the event that PCA decides to conduct negotiations, notice shall be provided to each Vendor whose response is being considered for award. This notification may identify, in general terms, the elements or factors upon which PCA intends to base its negotiations.

Vendors will not be assisted, in any way, to bring their responses up to the level of other responses through discussions. During the course of negotiations, no Vendor's technical response or pricing shall be revealed to any other Vendor or to any other person who is not involved with the evaluation process. PCA will also not indicate to Vendor a cost or price that it must meet to either obtain further consideration nor will it provide any information about other Vendors' responses or prices.

Best and Final Offer

PCA in its sole discretion, may request all responses in the competitive range to submit a Best and Final Offer. Vendors must submit their Best and Final Offers in writing. If Vendor does not respond to the request for a Best and Final Offer, then that Vendor's most recent offer will be considered to be its Best and Final Offer.

No Agency or Endorsements

It is the intention of the parties to this Contract that Vendor is independent of the Awarding Agency, is an independent contractor, and is not an employee, agent, joint venture, or partner of any PCA Member. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venture or partner, between the Awarding Agency, PCA and Vendor, any PCA Member and Vendor, PCA, Awarding Agency and any of Vendor's agents, or any PCA Member and any of Vendor's agents. Vendor has no power or authority to assume or create any obligation or responsibility on behalf of PCA, the Awarding Agency or any PCA Member, and PCA, Awarding Agency and PCA Members have no power or authority to assume or create any obligation or responsibility on behalf of Vendor. This Contract shall not be construed to create or imply any partnership, agency, or joint venture, nor shall it be construed or deemed an endorsement of a specific company or product. Vendor agrees that Awarding Agency, PCA, its employees, agents, Board of Directors, Council, other Authority, administration, and PCA Members have no responsibility for any conduct of any of Vendor's employees, agents, representatives, contractors, or subcontractors.

Amendment(s) To This Contract Between Awarding Agency/PCA and Vendor

The terms and conditions of this Contract shall govern all procurements conducted hereunder. No pre-published terms on Vendor's estimate or quote, acknowledgments, invoices, or other forms shall have any force or effect unless expressly agreed to by the PCA Member and Vendor.

No amendment of this Contract shall be permitted or shall have any effect unless and until a written amendment to this Contract is approved and executed by PCA.

Term of Contract; Renewal of Contract

The initial Term of this Contract is for a period of one (1) year, with PCA having the option to renew the Contract for four (4) additional one-year terms, at Purchasing Cooperative of America's sole discretion. See *TEX. GOV'T. CODE §2269.409.* Consequently, the total Term of the Contract may be for a period of five (5) years. All of the renewals take place automatically unless the awarded contractor/vendor is notified otherwise 30 days prior to the date of renewal. The phrase "Term" in this Contract shall mean the then-current Term of the Contract, whether an initial term or a renewal term.

PCA reserves the right to award contract(s) to a Vendor for a longer initial term period if it is determined to be in the best interest of the Awarded Agency and/or PCA Membership.

Upon mutual written agreement of both parties, this contract may be extended beyond the expiration of the contract time period.

Vendor Assignment of Contract to Others

Vendor may not assign this Contract or any of its rights, duties or obligations hereunder without the prior written approval of PCA. Any attempted assignment of this Contract by Vendor shall be null and void. Any Purchase Order or Job Order made as a result of this Contract may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Vendor without the prior written approval of PCA and, if applicable, the PCA Member.

Compliance with Laws – Federal, State, Local and Other Recognized Governments

Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable:

- *Federal Agencies may incorporate by reference the Federal Acquisition Regulations (FAR and DFAR) sections that are appropriate to their project requirements*
- *All contracts made by the non-Federal entity under a Federal award must contain the appropriate provisions of 2 CFR, Part 200 – Appendix ii*
- *Workers' compensation laws*
- *Minimum and maximum salary and wage statutes and regulations, including prompt payments*
- *Licensing laws and regulations*
- *Davis-Bacon Act (40 U.S.C. § 276a / 29 CFR Part 5). When required or requested by a PCA Member, Vendor shall furnish PCA Member with satisfactory proof of Vendor's compliance with this provision with a "certified payroll". It is the Member's obligation to inform the contractor of this requirement and note it in the Purchase Order.*
- *Copeland "Anti-Kickback" Act (18 U.S.C. § 874 / 29 CFR Part 5)*
- *Equal Opportunity Employment requirements (Executive Orders 11246 and 11375 / 41 CFR Chapter 60)*
- *Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-330 / 29 CFR Part 5)*
- *McNamara-O'Hara Service Contract Act (41 U.S.C. 351)*
- *Section 306 of the Clean Air Act (42 U.S.C. § 1857.h.)*
- *Section 508 of the Clean Water Act (33 U.S.C. § 1368)*
- *Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15),*
- *Administrative Requirements for Grants and Cooperative Contracts to state, local, and federally recognized Indian tribal governments (24 CFR Part 85)*
- *Mandatory standards and policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).*

For Arizona Purchase Orders under this contract:

- *AZ 34-607 as revised, will apply, and all applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds to Members*

- *Arizona "Cancellation or Conflict of Interest" A.R.S. 38-511*
- *Records Retention: School Code R7-2-1083 by A.R.S. 35-214 and 35-215*
- *All Vendors shall comply with A.R.S. 41-4401 and 23-214(A) "Federal Immigration and Nationality Act" (FINA) as well as all federal laws when working in Arizona, while these requirements are for Vendors wishing to work with Arizona School Districts, Vendors shall also meet the jurisdictional requirements of other states as appropriate.*
- *A.R.S 15-512(H) provides for fingerprinting for contractors and subcontractors, and Vendors to be fingerprinted where frequent or regular services are performed on school grounds (similar to Texas requirements).*

All States:

- *For the entire duration of this Contract, Vendor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. All permits will be acquired by Vendor and invoiced to the PCA Member at cost as part of the Purchase Order, unless the permits are provided by the PCA Member.*
- *Vendor must comply with all state and local building code requirements unless otherwise specifically provided in the Member's Purchase Order or Job Order, and Vendor must pay all fees and charges for connections to outside services and for use of property outside the project site.*
- *The states of individual PCA Members may have regulations and laws that govern payment retention and progress payments for public projects. Vendor is responsible for being acquainted with and complying with each state's requirements.*

Additional DFAR Federal Security Requirements for PCA Members and Awarded Contractors

Some federal agencies require certifications from contracted primary and sub-tier vendors that conform to the Cybersecurity Maturity Model Certification (CMMC) and other requirements, as mandated by the U.S. Department of Defense (DOD) under FAR Clause 52.204-21, NIST Special Publication 800-171 per the Defense Federal Acquisition Regulation Supplement (DFARS) 252.204-7012 (3, 4, and 5).

PCA contracts allow federal agencies the ability to have a supplemental contract that meets their additional requirements; and these additional requirements would take precedent with total project/contract control with that agency. Sub-tier companies working on those projects have to be certified. Universities working under the above contract certifications will be required to have the appropriate certification level(s); this includes the university's sub-tier contractors.

If Vendor has received or is seeking certification, provide a copy of the certification, showing the date awarded and the level (1 thru 5) that your firm qualified for. See Form L – VENDOR QUESTIONNAIRE, #15.

Force Majeure

The term Force Majeure shall include, but is not limited to, governmental restraints or decrees, provided they affect all companies in the Vendor's industry equally and are not actions taken solely against the Vendor; acts of God (except natural phenomena, such as rain, wind or flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics; riots; war; rebellion; or sabotage.

The parties to this contract will be required to use due caution and preventive measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred shall rest on the party seeking relief under this section. The party seeking relief due to Force Majeure will be required to promptly notify the other party in writing, citing the details of the Force Majeure event, and will be required to use due diligence to overcome obstacles to performance created by the Force Majeure event, and shall resume performance immediately after the obstacles have been removed, provided the contract has not been terminated in the interim.

Delay or failure of performance, by either party to this contract, caused solely by a Force Majeure event shall be excused for the period of delay caused solely by the Force Majeure event, provided the affected party has promptly notified the other party in writing. Neither party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure.

Neither PCA nor PCA Members will be responsible for any costs incurred by a Vendor because of the Force Majeure event unless the PCA Member has requested, in writing, that the Vendor incur such costs in connection with any delay or work stoppage caused by the Force Majeure event.

Notwithstanding any other provision of this section, in the event the Vendor's performance of its obligations under this contract is delayed or stopped by a Force Majeure event, the Cooperative shall have the option to terminate this Contract. Furthermore, this section shall not be interpreted as to limit or otherwise modify any of the PCA Member's rights as provided elsewhere in this contract.

Governing Law and Exclusive Venue

The laws of the State of Texas, without regard to its provisions on conflicts of laws, govern this Contract. Any dispute under this Contract involving Awarding Agency must be brought exclusively in the state and federal courts located in County of Awarding Agency, Texas, and the parties hereby submit to the exclusive jurisdiction of said courts. Any dispute not involving Awarding Agency but involving a PCA Member and Vendor shall be governed by the laws of the state of the Member, without regard to its provisions on conflicts of laws, and exclusive jurisdiction and venue shall lie in the city, county, and state of the Member.

Indemnification

VENDOR SHALL INDEMNIFY AND HOLD HARMLESS AWARDING AGENCY, PCA, AND EACH PCA MEMBER, INCLUDING MEMBERS' DIRECTORS, OFFICERS, ADMINISTRATORS, EMPLOYEES, AND AGENTS, FROM ALL CLAIMS, LIABILITIES, COSTS, SUITS OF LAW OR IN EQUITY, EXPENSES, ATTORNEYS' FEES, FINES, PENALTIES OR DAMAGES ARISING FROM ACTS OR OMISSIONS OF VENDOR, VENDOR'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS, IN CONNECTION WITH THIS CONTRACT, INCLUDING WITHOUT LIMITATION, THOSE ARISING FROM CLAIMED INFRINGEMENT OF ANY PATENTS, TRADEMARKS, COPYRIGHT OR OTHER CORRESPONDING RIGHT(S) WHICH IS RELATED TO ANY ITEM VENDOR IS REQUIRED TO DELIVER. VENDOR'S OBLIGATIONS UNDER THIS CLAUSE SHALL SURVIVE ACCEPTANCE AND PAYMENT BY AWARDING AGENGY, PCA OR THE MEMBER.

Non-Appropriation "Funding Out" Clause

Renewal of this Contract, if any, will be in accordance with *TEX. LOCAL GOV'T. CODE §271.903* concerning non-appropriation of funds for multi-year contracts. Other states may have similar statutes. Notwithstanding any other provision of this Contract or obligation imposed on any Member by this Contract, Members shall have the right to terminate any Supplemental Contract, Purchase/Delivery/Job Order without default or liability to Vendor resulting from such termination, effective as of the expiration of each budget period of any Member if it is determined by any Member, at their sole discretion, that there are insufficient funds to extend any Supplemental Contract, any Purchase/Delivery/Job Order. If the Member does not budget to fund the contract, the Member cannot then get the products or services elsewhere.

The parties agree that this Contract, any Supplemental Contract, any Purchase/Delivery/Job Order are commitments of the current revenue of PCA Member only.

Notice

Any notice provided under the terms of this Contract by one party to another party shall be in writing and shall sent by hand-delivery, by certified or registered mail, return receipt requested, or by email.

Contract Notice shall be deemed effective upon receipt. Electronic signature is legal and acceptable.

Notification of Material Change in Vendor Operations

Vendor is required to notify Purchasing Cooperative of America of any material change in operations, including changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within **three (3) business** days of such change.

Change Orders, if Applicable

Pursuant to *TEX. EDUC. CODE §44.0411(a)*, for PCA Members that are Texas school districts, if a change in plans or specifications is necessary after the performance of a Job Order has begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the PCA Member may approve change orders making the changes. The total Job Order price may not be increased because of the changes unless additional money for increased costs is approved for that purpose from available money or is provided for by the authorization of the issuance of time warrants. The PCA Member may grant general authority to an administrative official to approve the change orders. A Job Order with an original contract price of $1 million or more may not be increased under *TEX. EDUC. CODE §44.0411(a)* by more than twenty-five percent (25%). If change orders for a Job Order with an original contract price of less than $1 million increases the contract amount to $1 million or more, the total of the subsequent change orders may not increase the revised contract amount by more than twenty-five percent (25%) of the original contract price. If a Job Order requires additional fee above this percent then a new purchase order must be used specifying the “new” requirements

Fees and Permits, If applicable

All fees, expenses, and permits required by any Member in the completion of contracted work or for products delivered are the sole responsibility of the Vendor. It is the responsibility of the Vendor to obtain and pay for all relevant permits required by any organization regarding any work being done or product being delivered under this Contract.

Equal Opportunity; Equal Employment Opportunity (EEO) Disclosures

It is the policy of PCA/Awarding Agency not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), gender (except where based on a bona fide occupational qualification) or race, color, religion, national origin or ancestry, handicapping condition, marital status, political affiliation or belief, or veteran status. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Vendor is, and during the Term will remain, in compliance with Executive Order 11246, entitled “Equal Employment Opportunity” as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). ***Applicable ONLY to federally assisted construction contracts:*** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

A final, non-appealable judgment by a court of competent jurisdiction under which Vendor was proven to discriminate in violation of this Section will constitute Vendor's material breach of this Contract, whereupon PCA/PCA Awarding Agency may terminate this Contract.

Workforce

Vendor shall employ only orderly and competent workers, skilled in the performance of the services, if any, which shall be performed under this Contract. Vendor, its employees, subcontractors, and subcontractor's employees may not use or possess any weapons, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on PCA Members' property, nor may such workers be intoxicated or under the influence of alcohol or drugs on PCA Members' property.

Subcontractors, If Applicable

If Vendor uses subcontractors in the performance of any part of this Contract, Vendor shall be fully responsible to the PCA Member for all acts and omissions of the subcontractors.

Nothing in this Contract shall create for the benefit of any such subcontractor any contractual relationship between Awarding Agency/PCA, PCA Members and any such subcontractor, nor shall it create any obligation on the part of PCA Members to pay or to see to the payment of any monies due any such subcontractor except as may otherwise be required by law.

Vendor represents and warrants that it is willing, able, and capable of obtaining, supervising, and being responsible for any subcontractors who perform and/or provide products and services related to this Contract.

Prime contractors must be familiar with and knowledgeable about 2 C.F.R. § 200.321 and be able to demonstrate that they took the "six affirmative steps" when selecting subcontractors. **See paragraph titled PCA Compliant with 2 C.F.R. *§* 200.321 in the Support of Small and Disadvantaged Businesses.**

Insurance, If Applicable

Vendor is required to provide PCA Member with copies of certificates of insurance, naming the Member as additional insured for Texas Workers Compensation and General Liability Insurance, **within 14 business days** of contract award and prior to the commencement of any work under this Contract. Certificates of Insurance, name and address of Vendor, the limits of liability, the effective dates of each policy, and policy number shall be delivered to Member prior to commencement of any work under this Contract. The insurance company insuring Vendor shall be licensed in the State of Texas or the state in which Member is located and shall be acceptable to the Member. Vendor shall give Member a minimum of **ten (10) days'** notice prior to any modifications or cancellation of said policies of insurance. Vendor shall require all subcontractors performing any work under or relating to this Contract to maintain coverage as specified below. Vendor shall, at all times during the Term of this Contract, maintain insurance coverage with not less than the type and requirements shown below.

If a PCA Member in a state other than Texas has higher insurance requirements than those listed below, then such may be added to the Purchase Order or Job Order. Such insurance is to be provided at the sole cost of the Vendor.

These requirements do not establish limits of Vendor's liability.

Specialty insurance, such as "marine insurance", if required for a Purchase Order, may be listed as a line item and passed through to the Member.

All policies of insurance shall waive all rights of subrogation against PCA Members, and Members' officers, employees and agents.

Upon request, certified copies of original insurance policies shall be furnished to PCA Members. The Member, if requested, shall be named as an "additional insured" on insurance policies. The PCA Member reserves the right to require additional insurance should the PCA Member deem additional insurance necessary, in their sole discretion.

Minimum insurance requirements:

• Automobile Liability Coverage: Combined Single Limit, each accident/any auto	$1,000,000
• Commercial General Liability, each occurrence	$1,000,000
Damage to Rented Premises, each occurrence	$50,000
Medical Expenses, any one person	$5,000
Personal and Advertising Injury	$1,000,000
General Aggregate	$2,000,000
Products-Comp/Op Aggregate	$2,000,000
• Umbrella Liability, each occurrence	$1,000,000
Excess Liability, aggregate	$1,000,000
• Workers Compensation	state's statutory limit
Employers' Liability, each accident	$1,000,000
E.L. disease-each employee	$1,000,000
E.L. disease-policy limit	$1,000,000

Performance and Payment Bonds, if Applicable

Vendor agrees to provide performance bonds and/or payment bonds, as required by law, based on the amount or estimated amount of any Purchase Order or Job Order, as applicable*. TEX. GOV'T. CODE §2269.411.* Pursuant to *TEX. GOV'T. CODE §2253.021*, a performance bond is required if a Job Order is in excess of $100,000 for PCA Members that are governmental entities subject to *Chapter 2253*; a payment bond is required if a Job Order is in excess of $25,000 for PCA Members that are governmental entities subject to *Chapter 2253* and are not municipalities or a joint board created under *TEX. TRANSP. CODE, Subchapter D, Chapter 22,* and a payment bond is required if a Job Order is in excess of $50,000 for PCA Members that are governmental entities subject to *Chapter 2253* and are municipalities or a joint board created under *TEX. TRANSP. CODE, Subchapter D, Chapter 22*. Other states may have similar statutes.

Vendor shall submit a letter from a Texas registered bonding (surety) company. It is recommended that it contain the maximum capacity per project and in aggregate. Please list Bond Rate.

Expenditures for all bonds shall be a pass-thru to the Member (with no additional administrative cost) and reconciled at the end of each project.

Customer Support

Vendor shall provide timely and accurate technical advice to Awarding Agency and PCA staff and Members. Vendor shall provide reasonable training to PCA staff and PCA Members regarding products/services supplied under this contract by the Vendor, at no additional charge, upon request.

Members' Property

In the event of loss, damage, or destruction of any property owned by or loaned by a PCA Member that is caused by Vendor or Vendor's representative, agent, employee, or contractor, Vendor shall to the extent such loss, damage, or destruction is caused by Vendor or Vendor's representative, agent, employee or contractor, indemnify PCA Member and pay to the PCA Member the full value of or the full cost of repair or

replacement of such property, whichever is greater, within **thirty (30) days** of Vendor's receipt of written notice of the PCA Member's determination of the amount due. If Vendor fails to make timely payment, the PCA Member may obtain such money from Vendor by any means permitted by law, including, without limitation, offset or counterclaim against any money otherwise due to Vendor by the PCA Member.

Website Support

Vendor agrees to cooperate with PCA in publicizing contract information on the PCA website. Vendor also agrees to work with PCA in updating and maintaining current information on Vendor activities related to the Contract on the PCA website.

Vendor agrees to provide an electronic version of its logo for use on the PCA website upon request and provide other information as reasonably requested by PCA to help ensure that the PCA website is current and consistently updated.

Vendor agrees to promote its PCA contract by prominently displaying the PCA logo on its website with a link to the PCA website at www.pcamerica.org.

Promotion of Contract Marketing Plan

The marketing of Vendor's company, products and/or services shall be the sole responsibility of Vendor. PCA may supply Vendor with the PCA Members List that contain name, address, phone numbers, and/or email addresses. Members have primary responsibility for knowing the requirements for PCA Membership in the jurisdictions in which they operate. PCA will work with Vendors and Members to complete the PCA Membership process. Other items geared toward the joint-marketing of PCA and Vendor's company and its products/services shall be at PCA's sole discretion.

For so long as this Contract is valid and enforceable between the parties, Vendor agrees to display the PCA seal in its marketing materials, including, but not limited to, Vendor's website and related marketing materials. Vendor shall submit all promotional materials to PCA and obtain written approval before Vendor finalizes or publishes promotional material bearing the PCA name or seal. Vendor may not release any press release or other publication regarding this Contract or PCA unless and until PCA first approves the press release or publication in writing.

PCA will work with the Vendor in presenting the Cooperative to perspective Members in support of the awarded contract.

Encouraging Members to circumvent this Contract by purchasing directly from Vendor may result in suspension or termination of Vendor's awarded contract.

Ordering Procedures

Purchase Orders, including PCA contract number and title, are issued by the Member to the Vendor according to this Contract and any supplemental contract between the Vendor and Member. Vendors and Members must also send copies of Purchase Orders to PCA, unless otherwise stipulated by PCA. PCA may request confirmation of receipt of the Purchase Order from Vendor.

Invoicing Procedures; Payments

Packing Lists or other suitable shipping documents for products must accompany each shipment and must identify

(a) the name and address of the Vendor,
(b) the name and address or delivery location of the receiving entity,
(c) the Purchase Order Number, and

(d) detailed descriptive information identifying the item(s) delivered including quantity, item number, product code, item description, number of containers, etc., as appropriate.

Vendor shall submit invoices, in duplicate, directly to the Member at the appropriate location(s) specified by the Member. Each invoice shall include the Member's Purchase Order Number and PCA contract number. All invoices shall be itemized to include the type of product(s) purchased and/or service(s) rendered. Vendor shall submit invoices in a timely manner during the Member's fiscal year in which the product(s) and/or service(s) are purchased. The shipment tracking number or pertinent information for verification of the Member's receipt shall be made available upon request by Member.

Member will make **p*ayments directly to Vendor.*** Member placing the Purchase Order or Job Order with Vendor shall alone be liable and/or responsible for payment for products and/or services ordered and must be invoiced directly by Vendor. In any case, payment will be made only after satisfactory delivery and acceptance of services/products in good order, including the necessary documentation indicated above, and only after receipt of an accurate Invoice from the Vendor including the necessary information indicated above.

Members will not be held responsible for any products delivered or invoiced without a valid current Purchase Order stating the PCA contract number and title.

Neither PCA, Awarding Agency nor any other Member shall be liable for the indebtedness of any other Member.

TEX. GOV'T. CODE §2251.021 shall govern when payments are due to the Vendor. Payments are due to Vendor by PCA Member whose governing body meets only once a month or less frequently, within **forty-five (45) days** after the later of the following:

(1) the date Member receives the products and services under the Contract;
(2) the date the performance of the service under the Contract is completed; or
(3) the date Member receives an invoice for the products or service.

For Members whose governing bodies meet more often than once a month, payments are due by those Members within **thirty (30) days** after the later of the following:

(1) the date Member receives product(s) under the Contract;
(2) the date the performance of the service under the Contract is completed; or
(3) the date Member receives an invoice for products or services.

Vendor agrees to pay any subcontractors the appropriate share of the payment received from Member not later than the **tenth (10th) day** after the date the Vendor receives the payment from Member.

The exceptions to payments made by Member and/or Vendor listed in *TEX. GOV'T. CODE §2251.002* shall apply to this Contract.

Job Order Contracting/Construction Only – New Products

New Products and pricing, or non-pre-priced, will be handled as defined in the UPB (Unit Price Book).

Sales and installation of proprietary new technology, software and equipment may be accomplished by taking the manufacturer's published retail price on equipment and installation and applying the contractor's bid coefficient and local cost index.

Engineering Services

Those companies submitting and doing work in Texas may NOT provide Engineering Services via this contract per *TEX. GOV'T. CODE §791*. In Texas, if engineering or architecture is required, the selection for such professional services shall be made by the PCA Member per Texas law. Vendors working in other states shall follow the requirements of those jurisdictions.

Title and Risk of Loss, If Applicable

Whenever a PCA Member is purchasing (and not leasing) a product under this contract, title and risk of loss shall pass upon the later of Member's acceptance of the product or payment of the applicable invoice.

Records Retention

Vendor shall maintain its records and accounts in a manner that shall assure a full accounting for all products/services provided by the Vendor to Awarding Agency and/or PCA Members under this Contract. These records and accounts shall be retained by Vendor and made available for review by Members for a period of **not less than seven (7) years (some jurisdictions require 5)** from the date of completion of the service(s), receipt of product(s), the date of the receipt by the Member of Vendor's final invoice or claim for payment in connection with this Contract, or the date Member makes final payments and closes pending matters in connection with a federal grant, whichever is later.

If an audit or contract compliance review has been announced, the Vendor shall retain its records and accounts until such audit or compliance review has been completed.

Monthly Vendor Reporting

Vendor shall provide PCA with a detailed monthly report and pro forma showing the total dollar volume of all sales under this Contract for the previous month in Microsoft Excel, in the format and with the information specified by PCA. Reports are due on the **fifteenth (15) day of the month,** after the close of the previous month and shall provide information regarding Purchase Orders and Job Orders during the previous month. Vendor is responsible for collecting and compiling all sales under this Contract from all Members and submitting **one (1)** consolidated monthly report. The monthly report shall include, at a minimum, the date of each Purchase Order with scheduled start and completion date, Purchase Order number, Member name, city/town, and Purchase Order total dollar amount**.** The monthly report shall also include an overview of pending projects and purchase/job orders.

After a PCA Member signs a Purchase Order, the awarded Vendor shall submit a copy of the Purchase Order and/or supplemental agreement, if any, to PCA along with the mandatory monthly report with any change orders made prior to project completion.

Reports shall be submitted in Excel format to Purchasing Cooperative of America at P.O. Box 604, Hico, Texas 76457, or electronically to *Reports@pcamerica.org*. The Monthly Report Form is at *www.pcamerica.org* on the Forms Tab. Copies of signed purchase orders and supplemental contracts shall be turned into PCA along with the Monthly Report.

Administration Fee

- The PCA Administrative Fee stated in the solicitation will be based on total sales made through this Contract.
- Vendor shall honor and pay the Administration Fee for any sales resulting from this Contract that occurred within **thirty (30) days** at the completion of on-going work.
- Vendor shall pay PCA the contracted fee for monthly progress payments and/or at project completion within **thirty (30) days.**
- Failure to pay the Administrative Fee in a timely manner may result in Vendor's breach of this Contract and may result in suspension or termination of this Contract.
- In the event that Vendor's contract expires or is terminated, Vendor agrees to pay the Administrative Fee for any projects extending beyond the expiration or termination date as those Purchase/ Delivery/Job Orders received prior to the expiration or termination are completed within **thirty (30) days** of the project or purchase order close out.

- Vendor must maintain a good record for compliance under the contract, timely reporting, and prompt payment of Administrative Fees.
- Vendor shall make the check payable to "Purchasing Cooperative of America"; and send check to Purchasing Cooperative of America, P.O. Box 604, Hico, TX 76457.
- If convenient for the Vendor, the check may be mailed with the monthly report

The Administrative Fee for this solicitation is two (2) percent, unless otherwise stated in Tab 6 Pricing.

Additional Fees and Reporting Information

Some states and other government/non-profit agencies require an additional fee to use another state's or agency's contracts in their jurisdiction. If an additional fee is requested and Vendor agrees, Vendor shall submit copies of the purchase orders involved and pay the additional fee to PCA who will then pay the entity involved. Additional fees must be discussed with PCA prior to acceptance of additional fee charges.

Awarded Contractors may not use PCA contract to request a contract from another agency or purchasing cooperative without the written approval of PCA as a requirement under *Section 791 of the Texas Government Code*. To do so without PCA written approval will automatically violate the provisions of this contract resulting in its immediate cancellation. Other cooperatives desiring to utilize PCA contracts must sign an Interlocal Agreement or contract with PCA defining the contract's use and PCA payment requirements. Some non-Texas Governmental Jurisdictions do not require an Interlocal Governmental Contract and may join PCA without one by signing up on line.

If this contract is adopted by another cooperative or entity, the Awarded Contractor (Vendor) for this contract is still responsible for PCA fees based on the work performed for that entity, cooperative and/or that cooperative's Members. All such work shall be reported on the PCA Monthly Report and fees paid accordingly.

Vendor Review

Awarding Agency and Purchasing Cooperative of America desire to provide quality Vendors with its Cooperative program. Vendor must maintain a good audit record for:

- compliance under the contract
- timely activity reporting, and
- prompt payment of Administrative Fees

Right to Review, Audit and Inspect

Awarding Agency /PCA, PCA Members, any federal agency that has awarded federal funds/grant(s) to Member, and the Comptroller General of the United States, and/or any of their authorized representatives, shall, upon written notice, have the right to audit and examine all of Vendor's records and accounts relating to this Contract and inspect any project performed by the Vendor relating to this Contract. Records shall be open to inspection and audit review and/or reproduction to the extent necessary to adequately permit evaluation and verification of:

a) Vendor's compliance with this Contract and the requirements of the solicitation.
b) Compliance with procurement laws, policies, and procedures, including, without limitation, reviewing/comparing pricing on invoices for Awarding Agency or Members.
c) Compliance with provisions for computing billings to Members.
d) Any other matter related to this Contract.

Supplemental Contracts

The PCA Member and Vendor may enter into a separate, supplemental contract per purchase order. Any supplemental contract developed as a result of this Contract and/or the RFP is exclusively between the PCA Member and Vendor and shall have no effect or impact on Awarding Agency, PCA, any other PCA Member, or this Contract. Any supplemental contract between Vendor and PCA Member may be subject to immediate cancellation by the PCA Member (without penalty to the PCA Member) if, in the opinion of the PCA Member, the quality, service, specification requirements, and/or the terms and conditions are not maintained as stated in the supplemental contract. Copies of all supplemental agreements and purchase orders shall be sent to PCA by the Vendor as part of this contract. See "Compliance with Specifications and Contract" for further information in Tab 5.

Tax Exempt Status

All PCA Members that are Texas governmental entities or agencies are exempt from payment of Texas State Sales Taxes under *TEX. TAX CODE §151.310* for the purchase of tangible personal property. Laws of other states govern the tax status of PCA Members in these other states. Vendor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, without limitation, any federal, state, or local income, sales or excise taxes of Vendor or its employees. PCA Members shall not be liable for any taxes resulting from this Contract, except where otherwise required by law.

Tax Responsibilities of Vendor and Indemnification for Taxes

Vendor is responsible for complying with all States' tax laws of states in which they work and the federal government. Vendor and all subcontractor(s) of Vendor shall pay all federal, state, and local taxes applicable to Vendor's operation, any persons employed by Vendor, and all subcontractors of Vendor. Vendor shall require all subcontractors to hold Awarding Agency /PCA and the PCA Member harmless from any responsibility for taxes, damages, and interest. If applicable, contributions required under federal, state, and/or local laws and regulations and any other costs, including, but not limited to, transaction privilege taxes, unemployment compensation insurance, Social Security, and Workers Compensation, shall be the sole responsibility of Vendor.

Sales Tax-Texas Only

Upon request, each Member will provide a Tax Exemption Certificate to the Vendor. Texas government entities are public jurisdictions that are exempt from Texas sales, excise, and use taxes. Unless otherwise specified in this solicitation, Texas sales tax will not be included in any delivery order or purchase order or invoice submitted by any Vendor unless the Vendor has requested a Texas Sales Tax Exemption Certificate from the Member in writing and failed to receive the same within a reasonable period of time. The Limited Sales, Excise, and Use Tax Laws recognize the inclusion of tax exemption information as part of a purchase order document to be as binding as if it had been submitted separately, and by responding to this solicitation, the respondent agrees to accept tax exemption information in such form.

IRS Request for Taxpayer Identification Number and Certification, W-9

To receive payment under this Contract, Vendor shall have a current IRS W-9 Form on file with the Member.

Other States' Tax Requirements

Payment of taxes by PCA Members Outside of Texas – PCA Members outside of Texas will pay only the rate and/or amount of taxes per the purchase order sent to the Vendor as appropriate to the specific PCA Member.

State and Local Transaction Privilege Taxes – The PCA Member is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sales of products and are the sole

responsibility of Vendor, as the seller, to remit. Failure to remit taxes from the PCA Member, as the buyer, does not relieve Vendor, as the seller, from its obligation to remit taxes.

Severability

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Waiver

No claims or rights arising out of a breach of this contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

Participation in PCA Program

Vendor acknowledges and agrees that continued participation in the PCA Cooperative Program is subject to PCA's sole discretion and that Vendor may be removed from the Program at any time, with or without cause, in PCA's sole discretion. All work resulting from this Contract must cease immediately after completion of the final accepted Purchase Order.

Nothing in this Contract or in any other communication between PCA and Vendor may be construed as a guarantee that PCA Members will submit any Purchase Order to Vendor at any time.

Vendor agrees to use commercially reasonable best efforts to provide the product(s) and/or service(s) subject to this Contract. Vendor shall furnish all supervision, labor, tools, equipment, permits, licenses, transportation, insurance, material, and supplies necessary to complete any scope of work, Purchase/Job Order under this Contract. Vendor shall use skilled, trained personnel, who shall be supervised by Vendor.

Remedies for Non-Performance of Contract and Termination of Contract

Should the participating PCA Member suspect or find that the Contractor or any of its subcontractors are not in compliance, PCA Member may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

This Contract shall remain in effect until

(1) Contract expires by its terms.
(2) For Convenience: PCA may terminate this Contract, in whole or in part, without penalty and without cause, by giving (30) days written notice of such termination to contractor.
(3) For Cause: Awarding Agency may terminate this contract if Contractor fails to perform as agreed or is not performing to the standards expected by PCA Member and PCA.
(4) The Contract is terminated by mutual consent of PCA and Vendor with thirty (30) days' written notice. All active purchase orders must be completed.

Awarding Agency /PCA further reserves the right to terminate the Contract immediately in the event Vendor fails to:

(1) Meet schedules, deadlines, and/or delivery dates within the time specified in the RFP, this Contract, and/or a Purchase/Job Order;
(2) Make any payments owed; or
(3) Otherwise perform in accordance with this Contract and/or the RFP.

PCA reserves the right to terminate the Contract immediately, with written notice to Vendor, if PCA believes, in its sole discretion that it is in the best interest of Awarding Agency or PCA Members to do so.

Vendor agrees that Awarding Agency/PCA shall not be liable for damages in the event that Awarding Agency/PCA declares Vendor to be in default or breach of this Contract and/or the solicitation. In the event of a breach or default of the Contract and/or the solicitation by Vendor, Awarding Agency reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of Awarding Agency PCA Members.

New Texas Government Code for Work Done in Texas (as needed by Vendor and Member)

For contracts entered into on or after January 1, 2016, *Texas Government Code Chapter §2252.908 (H.B. 1295)* provides that a Texas governmental entity or state agency may not enter into a contract that either (1) requires an action or vote by the governing body of the entity or agency or (2) has a value of at least $1 million, unless the business entity submits a disclosure of interested parties to the governmental entity or state agency.

The Texas Ethics Commission (Commission) has adopted a certificate of interested parties form (Form 1295) and adopted rules requiring the business entity to file Form 1295 electronically with the Commission. Information from the Commission regarding the requirements, including rules and filing information, are available on the Commission's website at the following links:

https://www.ethics.state.tx.us/tec/1295-Info.htm
https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Awarding Agency /PCA is not a business entity under this law (*1 Tex. Admin. Code 46.3(b*)). However, PCA Vendors may be business entities and may, for certain purchases and contracts with PCA Members, be required to file disclosures under Texas Government Code Chapter 2252. It is Vendor's responsibility to determine the applicability of, and comply with, all disclosure laws including Chapter 2252. Disclosure will not be handled by Awarding Agency administration on behalf of PCA Member.

Form B – Contract Acceptance and Signatures

Must be signed at Submission of Proposal

Acceptance and Exceptions

The undersigned Vendor acknowledges that he/she has examined this solicitation, the accompanying forms and contract terms and conditions, and scope and specifications associated with this solicitation.

The undersigned Vendor hereby agrees to furnish products and/or services in strict compliance with the terms, specifications, and conditions of the solicitation, the Contract, and the Vendor's response.

The undersigned certifies that he or she is an officer of the company and has authority to negotiate and contract for the company named below and meets/agrees with all of the terms and conditions of this Contract and the solicitation.

☐ No Exceptions. In the absence of any exception entry on this form, the Vendor assures Awarding Agency of their full compliance with the solicitation, the accompanying forms and contract terms and conditions, scope and specifications associated with this solicitation.

☒ Exceptions as Listed on Attached Page(s). ANY AND ALL EXCEPTIONS TO THE CONTRACT TERMS AND CONDITIONS OF THIS CONTRACT MUST BE NOTED ON THE COMPLIANCE AND EXCEPTIONS FORM AND REFERENCE THE SPECIFIC TERM/CONDITION. NO OTHER EXCEPTIONS TO THE CONTRACT TERMS AND CONDITIONS WILL BE CLAIMED.

Awarding Agency will consider any exceptions during contract award evaluation and reserves the right to accept or reject any and all responses based on any exception indicated.

Company Name: CBRE Heery, Inc.

Address: 2800 Post Oak Blvd. - Suite 500

City/State/Zip Code: Houston, TX 77056

Phone: 713.542.1833 Email: Christopher.Fields@cbre.com

Authorized Company Signature — January 20, 2021 (Date)

Printed Name, Title: Christopher Fields, Managing Director

Acceptance by Awarding Agency

Term of Contract 2/1/21 **to** 1/31/22

Unless otherwise stated, this Contract is for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed upon by Awarding Agency and Vendor. Unless informed otherwise, the renewal shall be automatic on anniversary date. **Vendor shall honor all administrative fees for any sales resulting from this Contract whether Vendor is awarded a renewal or not.**

Kim Parker — 2-1-21

Awarding Agency Authorized Signature — Date

Printed Name: Kim Parker

RFQ OD-336-21 Construction Management/Construction Programs

Form B continued – Compliance and Exceptions Form
(fill-out only if there are exceptions)

In the absence of any exception entry on this form, the Vendor assures Awarding Agency of their full compliance with the solicitation, the accompanying forms and contract terms and conditions, scope and specifications associated with this solicitation.

Awarding Agency/PCA will consider any exceptions indicated below in its contract award decisions.

Awarding Agency /PCA reserves the right to accept or reject any and all responses based on any exception indicated on this form.

☒ List all exceptions your company is submitting (Use additional pages, as necessary).

-We would request a liability disclaimer be added for accuracy of design drawings, removal of hazardous materials, and other items that are provided by others.
-We would request a liability disclaimer for responsibility for pre-existing conditions or the accuracy of client provided information.
-We would request that the indemnity provision is mutual and would seek to limit acts/omissions of the Vendor to negligence that causes bodily injury, death or property damage.
-We would request to limit the liability to the total amount of the contract.
-Insurance requirements will be based on the requirements of each Member at the time of issuance of Purchase Order.

Signature(s) below are only required if the box is checked and there are exceptions listed above.

The undersigned Vendor hereby agrees to furnish products and/or services in strict compliance with the terms, specifications, and conditions of the solicitation, the Contract, and the Vendor's response.

Company Name (Please Print) CBRE Heery, Inc.

Authorized Signature: 

Date: January 20, 2021

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☑ **Exception(s) Accepted**

☐ **Exception(s) Rejected – New Form B must be re-submitted; if not submitted, award will not be recommended.**

☐ **Exception(s) Partially Accepted – New Form B must be re-submitted with rejected items removed; if not submitted, award will not be recommended.**

PCA/Awarding Agency Authorized Signature Elaine Nichols

Date: 1/23/2021

CBRE | HEERY

500 West 2nd Street, Suite 1700
Austin, Texas 78701

+1 713 542 1833 mobile
www.cbre.com

October 27, 2021

Clint Garza
City Manager
City of Bee Cave
4000 Galleria Parkway
Bee Cave, Texas 78738
Phone: 512-767-6611
Email: cgarza@beecavetexas.gov

RE: Proposal for Owner's Representative Project Management Services - Staff Augmentation
City of Bee Cave 2021 Capital Improvement Program – Bee Cave, Texas

Dear Mr. Garza:

CBRE Heery, Inc. (CBRE) is pleased to submit this proposal to serve as an Owner's Representative on behalf of the City of Bee Cave (Owner) for the planning, design, and construction of multiple projects within Bee Cave's proposed 2021 Capital Improvement Program (Project). It is believed that the Project's budget is approximately $50.0 million and expected completion of the scope of services outlined below is approximately forty-one and one-half (41.5) months from November 15, 2021.

UNDERSTANDING OF PROJECT GOALS

It is Owner's desire for CBRE to manage and coordinate the design and construction phases and completion of the Project and take such actions as Owner may reasonably request within the scope of responsibilities outlined in the subsequent agreement. It is understood that the basic services will require CBRE to be fully acquainted with the Project and manage specific aspects of the Project from start of pre-construction through post-construction within the reasonable timeframe and cost limitations established and agreed upon by Owner and CBRE.

It is our understanding that this effort will be conducted in multiple phases. The preliminary phase will involve the support and consultation regarding AE and GC procurement and ultimate selection and shall begin upon NTP. The subsequent phase will begin in January 2022 and shall include planning, programming, design, and pre-construction services. The subsequent phases will include new construction, with Project Closeout and Turnover occurring in the final phase, also known as Post Construction.

SUMMARY OF PLANNED STAFF AUGMENTATION SERVICES

Executed Agreement shall supersede summary

Preliminary Services – Selection Process:

- Setting up the framework of the Projects & Program, including the initial development of the CIP's Program Management Plan.
- Review Road Design and Geotechnical details, as requested.
- Set up Project and Program budgets and incorporate PM Software, if any.
- Recommend consultants (including the evaluation of architects and contractors) for the Program, draft RFP/Qs, coordinating the process for selection, reviewing, analyzing, and negotiating proposed contracts for execution by Owner, if requested.

Pre-Design & Design Development Services:

- Management of Owner's consultants including architecture, geotechnical testing, environmental, material testing, civil, surveyor, etc.
- Finalize overall Project Management Plan and communications procedures, providing a budget and milestone schedule. Include within, construction feasibility, local labor conditions, material shortages, long lead items, and building industry standards.
- Organize and develop a milestone schedule, including the planning phase, the design phase, project completion, building shell completion, design durations, permitting, governmental approvals, third-party contractors, and all critical items.
- Work with City to develop a master budget by category of real estate, soft costs, and hard costs; and monitor budgets by category (i.e., design, construction, equipment, relocation expenses, "FF&E", etc.).
- Assist the design team to develop, create, and value-engineer the design and construction documents that reflect the Parties' requirements.
- Monitor the overall design process; advise Parties on design, construction, and occupancy sequencing, phasing these activities to ensure maximum efficiency; monitor the design of the Project for constructability.
- Establish a budget pricing mechanism to verify Project objectives are accomplished; and evaluate opportunities to reduce costs.
- Coordinate with the architects for finalization and approval of drawings and specifications, MEP, hardscape, and landscape plans.
- Assist with easement and right-of-way (ROW) acquisitions, as needed.
- Coordination with the City of Bee Cave related to land-use requirements including permits, licenses, and certificates, as needed.

Construction Oversight:

- Manage the Work of the GC; "Work" defined as construction or services necessary or incidental to fulfill the contractor's obligations pursuant to its agreement with the owner. Coordinate Work with the activities and responsibilities of the owner, architect and consultants to ensure work is being completed in accordance with contract documents. Conduct site visits as outlined in Agreement.
- Meet strict budget requirements; identify and aggressively pursue cost-saving opportunities. Review constructability items, challenge change orders, negotiate project costs, and proactively mitigate risks to protect Owner's financial interest.

Construction Oversight (continued):

- Require construction team to maintain an on-site record-keeping system which will be sufficient in detail to satisfy an audit by Owner.
- Coordinate aspects of the work involving municipal authorities, agencies, & utility companies.
- Recommend and manage necessary or desirable change orders.
- Coordinate efforts by all appropriate parties to complete the punch list items identified by the Architect, Contractor and Owner.
- Furniture, Fixtures & Equipment assistance.
- Signage coordination, including wayfinding, branding, and marketing support.
- Attend job meetings to discuss procedures, progress, problems, and scheduling.
- Coordinate work with the activities and responsibilities of the owner, architect, and consultants to ensure work is being completed in accordance with contract documents.
- Peripheral Buyouts include assisting in scope development and acquisition, as needed.

Post-Construction:

- Coordinate all required inspections and approvals necessary to permit occupancy; Final Completion.
- Provide for the close out of all agreements; assist CMAR in preparing final report to Owner confirming final project costs, close out information and related documentation.
- Coordinate the preparation of punch list indicating any outstanding work and require that these items be completed in an expeditious manner.
- Coordinate delivery and assure completeness of all operations and maintenance manuals, warranties, guarantees, and extra stock materials. Schedule turn-over meetings, as necessary.
- Verify all claim releases required to issue final certificate of completion and final payment to the construction team, and forward to client.
- Expedite preparation of "as-built" drawings in accordance with the terms of the specifications.
- Monitor the expeditious follow-up and correction of all punch list items.
- Provide for the close out of all agreements; prepare a final report to Owner confirming final project costs, close out information and related documentation.

COMPENSATION

CBRE proposes the above noted services for the estimated fee of **$1,589,241**, or 3.18% of the Project budget. Should Client wish to add additional staff, fee would be adjusted, as outlined in the contract.

It is understood that project specific expenses and other direct costs will be paid for by the Owner or General Contractor, including an onsite trailer or office. Owner shall reimburse CBRE for reimbursable expenses incurred by CBRE and team at an amount Not to Exceed **$1,000 per month**. Examples include but may not be limited to mileage, cellular telephone, or other expenses due to CBRE's performance of duties on Project.

The above-noted fee will include part-time Program Director support at 10 - 20% on average, one full-time Senior Project Manager beginning January 2023, and one full-time Assistant Project Manager solely dedicated to the Project at 100%, beginning immediately, for the duration of the Program.

SCHEDULE

The anticipated milestone dates are outlined below. The dates provided assume that design, including permitting and platting, will begin February 28, 2022, and reach completion by March 30, 2023. The team will make every effort to complete and turn over portions of the Program to accommodate the Owner. If Project durations or additional funding outside of CBRE's control are encountered, the provided fee and schedule may be impacted. A detailed preliminary baseline schedule will be further defined upon execution of the Agreement and post project negotiations.

Description of Phases	Average Duration*	Scheduled Completion
Preliminary Services	4.5 Months	March 31, 2022
Pre-Construction Services	12.0 Months	March 31, 2023
Construction	21.0 Months	December 31, 2024
Post Construction	4.0 Months	April 30, 2025

**Duration is approximate and is an average; some overlap of project phasing may occur.*

This proposal is conditioned upon mutual agreement to contract terms and conditions. If additional work related to the Project is requested, CBRE will provide proposals for such services. CBRE truly appreciates this opportunity. Please contact me if you have any questions or if you need additional information.

Sincerely,



Christopher Fields, CCM, MBA
Managing Director, Vice President
CBRE Heery, Inc.

City Council Meeting
12/14/2021
Agenda Item Transmittal

Agenda Item:	**11.**
Agenda Title:	**Discuss and consider action to accept a workforce housing solicitation proposal from JLL related to 21.067 acres of city owned property on Bee Cave Parkway.**
Council Action:	**Discussion and possible action**
Department:	**City Manager**
Staff Contact:	**Clint Garza**

1. INTRODUCTION/PURPOSE

The purpose of this item is to consider a proposal from JLL related to workforce housing development on city owned property.

2. DESCRIPTION/JUSTIFICATION

a) Background

Council previously instructed staff to develop a request for proposals from developers specializing in workforce housing.

Staff utilized JLL to assist with development of the RFP and a draft should be complete within a week.

There are a number of ways the desired development can occur on the site and it is expected that some respondents will submit more than one proposal utilizing different deal structures to differentiate between them.

b) Issues and Analysis

If council accepts proposal, JLL will assist the City in solicitation of responses, review/recommendation, and negotiation with selected firm.

Fee's for the service will come from Gross Transaction Proceeds if the Council selects a project and chooses to move forward.

3. FINANCIAL/BUDGET

Amount Requested	Fund/Account No.
Cert. Obligation	GO Funds
Other source	Grant title
Addtl tracking info	

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Accept proposal from JLL, authorize staff and counsel to finalize an agreement and authorize Mayor to execute any required documents.

ATTACHMENTS:

	Description	Type
🗋	Proposal	Cover Memo

October 29, 2021

Mr. Clint Garza
City Manager
City of Bee Cave, Texas
4000 Galleria Parkway
Bee Cave, TX 78738

Dear Mr. Garza:

On behalf of JLL, Inc., thank you for the opportunity to submit this proposal regarding the disposition of approximately 21.067 acres owned by the City of Bee Cave's and located along Bee Cave Pkwy (and detailed in Exhibit A), in Bee Cave, Texas, referred herein as the "Site". We understand that the City of Bee Cave is seeking to provide workforce housing solutions to support the needs of the business community and labor market throughout the City. JLL's Public Institution's team is uniquely qualified, having monetized public owned land to support social objectives and promote economic development for public agencies and universities across the country. Our team comprises national subject matter experts, and importantly, local market experts who truly understand the social, economic, and political landscape of the greater Bee Cave area. We have platform to reach a vast array of multifamily developers as well as those development firms whose practice focuses of delivering creative workforce and affordable housing solutions throughout the country. We are excited about the opportunity to partner with the City of Bee Cave, Texas ("City") on this disposition and are confident that JLL has the tools, experience, and site-specific knowledge to deliver a superior outcome.

JLL will secure for you the most financially beneficial proposals possible in today's markets, from global, national, and regional / local developers and investors. Our confidence comes from our experience representing other notable similar entities in a similar position.

In this proposal we provide our approach to projects of this nature, describe a process for visioning and planning, marketing, and developer attraction. Our intention is to clearly define the scope requested to support the City in achieving its objectives.

Thank you in advance for your consideration and please do not hesitate to contact us with any questions about our proposal.

Sincerely,

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APPROACH TO LAND DISPOSITION FOR WORKFORCE HOUSING

Marketing, Evaluation & Negotiation Phase

1: Issue RFP

Following the approval of the RFP for the disposition (through lease or sale) of the subject property identified in Exhibit A, JLL will issue the opportunity to the real estate community. The most promising prospects will be fully expecting this document based on our pre-marketing conversations and meetings, but the opportunity will be sent broadly to create competition and create excitement and urgency around the project.

Goals:

- Identify developer entities most capable of executing site vision
- Identify guarantees and security for City to eliminate risk of non-performance
- Structure process where City's objectives are met, and progress is guaranteed while maintaining creative environment to solicit full array of offers

2: Evaluate Responses

Following the end of the RFP period and the receipt of all responses, JLL will prepare an evaluation matrix, summarizing the responses and their relative merits. This matrix will drive our recommendation of the shortlisted firms to move forward with the BAFO process.

The document will also establish the criteria that will be used to evaluate responses such as (but not limited to):

- Track record of success with similar developments
- References from other project partners
- Proposed concept(s) for Site
- Overview of team's financial strength and potential funding for this project, to be provided separately to protect confidential financial information from public records requests
- Overall strength of the offers, including land analysis and development profile
- Experience, reputation, track record, and team composition of respondents
- Overall development plan
- Risk assessment for each finalist team (including but not limited to development plan, financing, construction, and delivery)

Our recommendation is that JLL serve as the primary point of contact on the project, managing bidder questions and shielding City from inquiries and lobbying from various parties.

It is our strong recommendation that City maintain momentum and market interest in the project by not allowing substantial time to lapse between the receipt of proposals, shortlisting, and negotiations. Maintaining a predictable and transparent process decreases the perceived risk of the project to the marketplace, improves developer offered terms, and capitalizes on the strong development market currently in place.

3: Best & Final Offer (BAFO) Support and Selection Recommendation

Following the selection of RFP finalists and if necessary/desired, JLL will work with City to prepare a BAFO request to the finalists. JLL will assist with facilitating BAFO responses from the preferred respondents, prepare a comprehensive comparison of the BAFOs, and support City's Project Team to evaluate the BAFOs, analyzing the relative merits of each offer.

4: Documentation & Negotiation

Following the selection of a winning bidder, JLL will work with City's internal or external counsel to craft a Letter of Intent / Exclusive Rights Agreement outlining the business terms of the transaction, and develop and negotiate binding documents for the transaction such as:

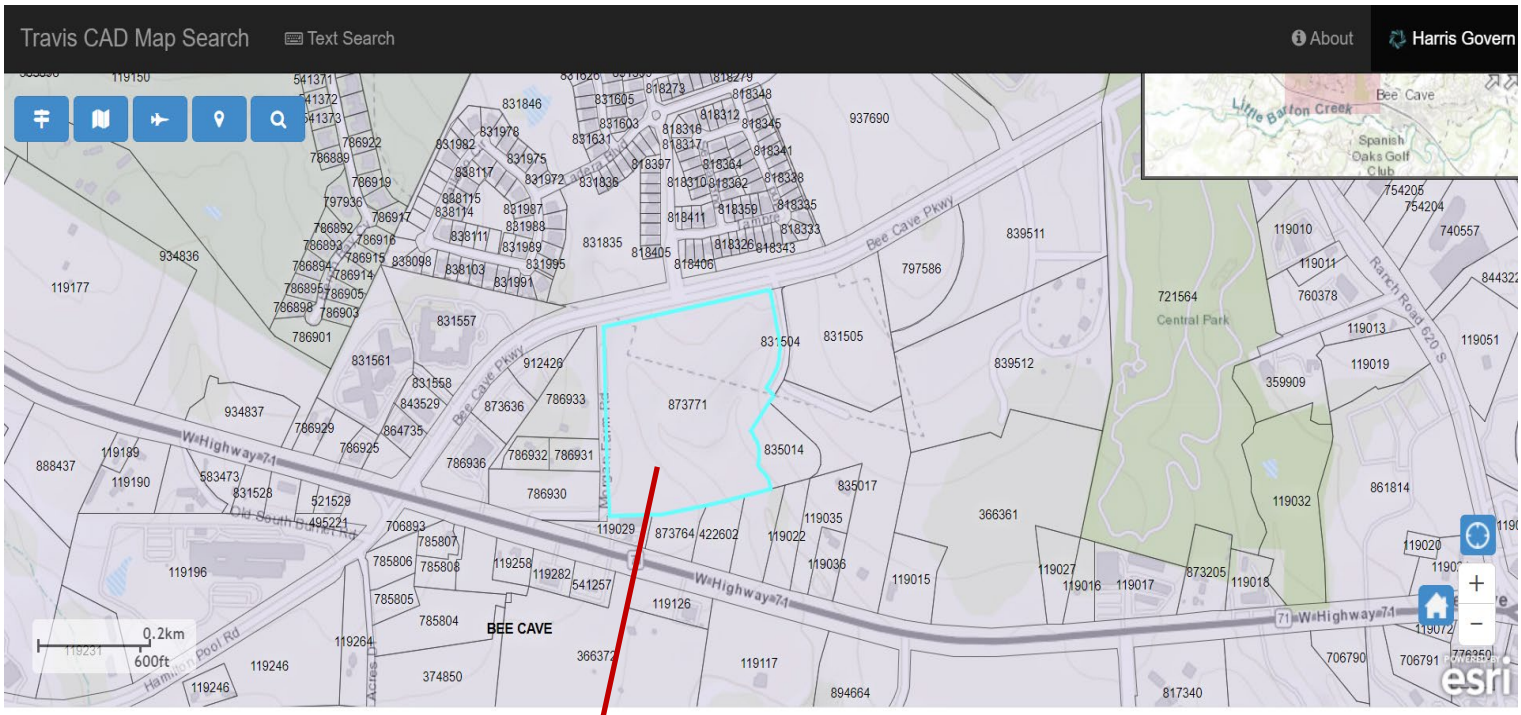
- Purchase and Sale Agreement
- Ground Lease(s)
- Development and Operations Agreements
- Joint Venture/PPP Agreements (in the event City or another public agency decides to become a financial and/or development partner), etc.

FEE PROPOSAL

Marketing, Evaluation & Negotiation Phase

JLL will be entitled to receive a development advisory fee in an amount equal to three percent (3%) of Gross Transaction Proceeds as defined below. For a sale of property or portions thereof, "Gross Transaction Proceeds" shall equal the pre-tax proceeds realized by the City from the sale. If the Property or portions thereof are leased, for example under a long-term ground lease or other contract structure, then the Gross Transaction Proceeds shall be defined as the imputed fee simple value as proposed by the offeror. Offerors will be required to disclose their assumption as to a fee simple value and/or the rent constant employed in their ground rent offer. With respect to any type of monetization, JLL will look solely to the City for payment of the development advisory fee upon financial close of the transaction.

Exhibit A



Subject Site

City Council Meeting
12/14/2021
Agenda Item Transmittal

Agenda Item:	**12.A.**
Agenda Title:	**Consultation with Attorney regarding pending litigation styled Goodwin v. Kara King, Mayor; Council members Andrea Willott, Jon Cobb, Andrew Clark, Kevin Hight and City of Bee Cave.**
Council Action:	
Department:	**City Manager**
Staff Contact:	**Clint Garza, City Manager**

1. INTRODUCTION/PURPOSE

2. DESCRIPTION/JUSTIFICATION

a) Background

b) Issues and Analysis

3. FINANCIAL/BUDGET

Amount Requested	Fund/Account No.
Cert. Obligation	GO Funds
Other source	Grant title
Addtl tracking info	

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

City Council Meeting
12/14/2021
Agenda Item Transmittal

Agenda Item:	**12.B.**
Agenda Title:	**Deliberation regarding the potential acquisition of real property for public purposes**
Council Action:	
Department:	**City Manager**
Staff Contact:	**Clint Garza**

1. INTRODUCTION/PURPOSE

2. DESCRIPTION/JUSTIFICATION

a) Background

b) Issues and Analysis

3. FINANCIAL/BUDGET

Amount Requested	Fund/Account No.
Cert. Obligation	GO Funds
Other source	Grant title
Addtl tracking info	

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION



City Council Meeting
12/14/2021
Agenda Item Transmittal